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STRATAGEMS AND CONSPIRACIES  
TO  
DEFRAUD LIFE INSURANCE COMPANIES  
AN AUTHENTIC RECORD OF REMARKABLE CASES

BY

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*Medical Director and Adjuster, Travelers Insurance Company*

AND

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*Medical Examiner for Life Insurance and Editor Baltimore Underwriter*

'Tis strange, but true,—for truth is always strange; stranger than fiction.  
—*Don Juan*, Canto XIV.

If this were played upon a stage, now, I could condemn it as an improbable fiction.—*Twelfth Night*, Act III.

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JAMES H. McCLELLAN, PUBLISHER  
OFFICE OF THE BALTIMORE UNDERWRITER  
BALTIMORE

1896

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BY JOHN B. LEWIS.

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## PREFACE.

The first edition of this book appeared in 1878. It was limited to fifteen hundred copies, and was exhausted soon after publication. Subsequent applications for copies were attended with disappointment, and followed with frequently repeated requests for a new edition embracing the more important additional cases which have occurred during the intervening period. The present revised and enlarged volume is published in response to this demand, and is commended as a trustworthy record to those for whose use and reference it is primarily intended—life insurance companies and agents, medical examiners, insurance lawyers, and medico-legal experts.

Objection has been made that if such a record of ingenious devices for defrauding the life companies transcends its immediate design and purpose, it may prove dangerously suggestive. But it should be remembered that a double-edged sword cuts both ways, and if these narratives fall within the range of the evil eye, the vision is not confined to the exposure of the cunning contrivances and artifices of this class of schemers and plotters; it includes picturesque views of detection and punishment; of the determined efforts of the companies, at whatever cost, to run them down; of the machinery of courts of justice; of the gloom of the prison cell; of the dark outlines of the scaffold. The cases in this book are for the most part more suggestive or instructive to detective agencies than to conspirators.

To the managers of our life companies these records furnish an impressive object lesson. Collectively they emphasize, as never before, the increasing importance of scrutinizing the moral hazard as closely as the physical risk, and the need of more watchful attention to the question of insurable interest, and its bearing upon assignments. The anxiety of the companies to increase the lines upon their books, and of the agents to increase their remuneration, has heretofore been largely responsible for placing aggressive weapons in the hands of intending assailants. It is encouraging to note steady improvement in this direction; to observe that the companies are substituting quality for quantity, and circumspection for over-confidence. They

also realize that in their coming encounters with this form of human depravity, half-way measures of repression and compromise settlements must give way to remorseless pursuit.

In the cases in which important questions of law are involved, the opinions of the courts are given at more or less length for convenient reference. In addition to the law points, the reader will find in some of the charges of judges to juries concise and careful and comprehensive reviewal of the facts, and these are valuable because of the fairness and the intelligence to which they bear witness. There are but few cases in this volume in which the fairness of the bench is questionable. It is quite otherwise with the twelve in the box. The perverse prejudice of the average juryman against corporations too often results in scandalous injustice, as many of the verdicts herein reported prove. If their findings were to end with subversion of justice, with expression of contempt of the obligations of the companies to honest policyholders, and with manifest disregard of the sacredness of trust funds, it would be deplorable enough, but as these records show, such jurymen serve as scene-shifters for fresh conspiracies, and tempt the malefactors they have liberated to the commission of new crimes.

These narratives also show that no community has a monopoly of the piratical adventurers who thus prey upon beneficent institutions. They are of all nationalities as well as of both sexes, and everywhere alike "to no code or creed confined." A remarkable instance of their machinations may for a season concentrate attention upon a given locality, but the next startling outbreak may be thousands of miles away. The offenders vary in character from the smooth and polished and educated scoundrel to the coarse and vulgar and illiterate outlaw; some of the actors in the drama rise to the higher realms of comedy or tragedy, while others are never lifted above the low level of the brutal villain of the play. If this book shall in any measure be helpful in diminishing the number of sensational scenes on this stage of action, it will more than serve its purpose.

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Sixteen Illustrative Cases of this Criminal Folly.



# STRATAGEMS AND CONSPIRACIES

TO

## DEFRAUD LIFE INSURANCE COMPANIES.

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### PRETENDED DEATH.

COUNTERFEITED DEATH; FORGED CERTIFICATION; FALSE  
PERSONATION AND FICTITIOUS SUBSTITUTION.

Stratagems and Conspiracies to defraud Life Insurance Companies may be grouped under certain general heads: Counterfeited Death; Pretence of Death under the forms of forged certification, false personation, and fictitious substitution; Speculative and "Graveyard" Insurance; Mysterious Disappearances, with their inferences and presumptions; Poisoning and other forms of Homicide; Deliberately Planned Suicide; Problematical and Disputable Appearances; Perplexing Identification; and Self-Mutilation in Accident Insurance. This classification comprehends only those actively aggressive forms of fraud which contemplate speedy realization of the atrocious end in view, and which, therefore, are broadly contradistinguished from less tangible sorts of imposture, such, for instance, as material concealment or misrepresentation in the answers recorded in the application. It is in the nature of these latter deceptions that for possible results they can only look remotely to the chances of the future and the natural course of events, while their flagrancy is generally mitigated by individual unselfishness. But though in the armamentaria



of fraud there are no weapons which more urgently call for the watchful scrutiny of life-insurance executive officers, the scope of this volume limits us to the consideration of the assaults of deeper desperation and more remorseless cupidity.

Counterfeiting death by means of the hypnotic or cataleptic state, whether induced by mesmeric agency, or by recourse to anæsthetics or somnifacients which suspend sensation and motion, is so extremely rare that it need not be seriously considered as a factor in the machinations of the assailants of insurance companies. Curiously enough, the most striking illustration of the trance condition, and indeed, so far as we are aware, the only case of successfully simulated death is the first recorded fraud in the history of life insurance. According to Mr. John Francis, who tells the story in his very entertaining "Annals, Anecdotes and Legends of Life Assurance," it occurred in the year 1730. Mr. Francis says:

"Two persons resided in the then obscure suburbs of St. Giles's, one of whom was a woman of twenty, the other a man whose age would have allowed him to be the woman's father, and who was generally understood to bear that relation. Their position hovered on the debatable ground between poverty and competence, or might even be characterized by the modern term of shabby-genteel. They interfered with no one, and they encouraged no one to interfere with them. No specific personal description is recorded of them, beyond the fact that the man was tall and middle-aged, bearing a semi-military aspect, and that the woman, though young and attractive in person, was apparently haughty and frigid in her manner.

"On a sudden, at night-time, the latter was taken very ill. The man sought the wife of his nearest neighbor for assistance, informing her that his daughter had been seized with sudden and great pain at the heart. They returned together, and found her in the utmost apparent agony, shrinking from the approach of all and dreading the slightest touch. The leech was sent for; but before he could arrive, she seemed insensible, and he only entered the room in time to see her die. The father appeared in deep distress, the doctor felt her pulse, placed his hand on her heart, shook his head as he intimated

all was over, and went his way. The searchers came, for those birds of ill-omen were then the ordinary haunters of the death-bed, and the coffin with its contents was committed to the ground. Almost immediately after this, the bereaved father claimed from the underwriters some money which was insured on his daughter's life, left the locality, and the story was forgotten.

"Not very long after, the neighborhood of Queen Square, then a fashionable place, shook its head at the somewhat equivocal connection which existed between one of the inmates of a house in that locality and a lady who resided with him. The gentleman wore moustaches, and though not young, affected what was then known as the macaroni style. The lady accompanied him everywhere. The captain, for such was the almost indefinite title he assumed, was a visitor at Ranelagh, was an *habitué* of the coffee-houses, and being an apparently wealthy person, riding good horses and keeping an attractive mistress, he attained a certain position among the *mauvais sujets* of the day. Like many others of that period, he was, or seemed to be, a dabbler in the funds, was frequently seen at Lloyd's and in the Alley; lounged occasionally at Garraway's; but appeared more particularly to affect the company of those who dealt in Life Assurances.

"His house soon became a resort for the young and thoughtless, being one of those pleasant places where the past and the future were alike lost in the present; where cards were introduced with the wine, and where, if the young bloods of the day lost their money, they were repaid by a glance of more than ordinary warmth from the goddess of the place; and to which, if they won, they returned with renewed zest. One thing was noticed, they never won from the master of the house, and there is no doubt a large portion of the current expenses was met by the money gambled away; but whether it were fairly or unfairly gained, is scarcely a doubtful question.

"A stop was soon put to these amusements. The place was too remote from the former locality, the appearance of both characters was too much changed to be identified, or in these two might have been traced the strangers of that obscure

suburb where, as daughter, the woman was supposed to die, and, as father, the man had wept and raved over her remains. And a similar scene was once more to be acted. The lady was taken as suddenly ill as before; the same spasms at the heart seemed to convulse her frame, and again the man hung over her in apparent agony. Physicians were sent for in haste; one only arrived in time to see her once more imitate the appearance of death, while the others, satisfied that life had fled, took their fees, 'shook solemnly their powdered wigs,' and departed. This mystery, for it is evident there was some collusion or conspiracy, is partially solved when it is said that many thousands were claimed and received by the gallant captain from various underwriters, merchants, and companies with whom he had assured the life of the lady.

"But the hero of this tradition was a consummate actor; and though his career is unknown for a long period after this, yet it is highly probable that he carried out his nefarious projects in schemes which are difficult to trace. There is little doubt, however, that the *soi-disant* captain of Queen Square was one and the same person who, as a merchant, a few years later appeared daily on the commercial walks of Liverpool; where, deep in the mysteries of corn and cotton, a constant attender at church, a subscriber to local charities, and a giver of good dinners, he soon became much respected by those who dealt with him in business or visited him in social life. The hospitalities of his house were gracefully dispensed by a lady who passed as his niece, and for a time nothing seemed to disturb the tenor of his way.

"At length it became whispered in the world of commerce that his speculations were not so successful as usual; and a long series of misfortunes, as asserted by him, gave a sanction to the whisper. It soon became advisable for him to borrow money, and this he could only do on the security of property belonging to his niece. To do so it was necessary to insure their lives for about £2,000. This was easy enough, as Liverpool, no less than London, was ready to assure anything which promised profit, and as the affair was regular, no one hesitated. A certain amount of secrecy was requisite for the sake of his credit; and availing himself of this, he assured on the life of his niece

£2,000 with, at any rate, ten different merchants and underwriters in London and elsewhere. The game was once more in his own hands, and the same play was once more acted. The lady was taken ill, the doctor was called in and found her suffering from convulsions. He administered a specific, and retired. In the night he was again hastily summoned, but arrived too late. The patient was declared to be beyond his skill; and the next morning it became known to all Liverpool that she had died suddenly. A decorous grief was evinced by the chief mourner. There was no haste made in forwarding the funeral; the lady lay almost in state, so numerous were the friends who called to see the last of her they had visited; the searchers did their hideous office gently, for they were probably largely bribed; the physician certified that she had died of a complaint he could scarcely name, and the grave received the coffin. The merchant retained his position in Liverpool, and bore himself with decent dignity; made no immediate application for the money, scarcely even alluded to the assurances which were due, and when they were named, exhibited an appearance of almost apathetic indifference. He had, however, selected his victims with skill. They were safe men, and from them he duly received the money which was assured on the life of the niece.

"From this period he seemed to decline in health, expressed a loathing for the place where he had once been so happy; change of air was prescribed, and he left the men whom he had deceived, chuckling at the success of his infamous scheme.

"It need not be repeated that the poverty-stricken gentleman of the suburbs, the gambling captain of Queen Square, and the merchant of Liverpool were identical. That so successful a series of frauds was practised appears wonderful at the present day; but that the woman either possessed that power of simulating death, of which we read occasional cases in the remarkable records of various times, or that the physicians were deceived or bribed, is certain. There is no other way of accounting for the success of a scheme which dipped so largely into the pockets of the underwriters."

## A CHICAGO SHAM.

In pursuance of a swindle concocted in Chicago by Richard Rainforth, Dr. C. B. Kendall, and T. W. Fuller, it was pre-arranged that the principal actor should feign death following typhoid fever, and that, previous to burial, another body should be smuggled into the coffin. The particulars of this case are as follows:

In the month of February, 1867, a will, purporting to have been made and signed by Richard Rainforth, deceased, was filed in the Cook County Court, Chicago, for probate. The will was duly executed and witnessed, and contained three separate bequests—one for \$1,000 to Dr. Charles B. Kendall, Fullerton Block; one of \$1,000 to Timothy W. Fuller, 133 S. Clark Street, and the rest of Rainforth's property to Birdie, the daughter of T. W. Fuller. The will provided for its own execution, and named Kendall and Fuller, the legatees, as executors. The will was on file till March 21, no measures having been taken to prove it until that date, when a rule of Court was obtained to compel the executors to do so. When the demise of Rainforth was made public, Miles Rainforth, his brother, went to Chicago to see how matters stood in his favor in the will. After having obtained an interview with M. F. Heenan, the lawyer who had been employed to draw up the will, he was led to believe the will was a forgery, or that deceased had been dealt with foully. Impressed with this doubt, he arranged with a legal firm to investigate the subject. Efforts were then made to have the will proved, but failed until a rule of Court was had "compelling the executors to show cause why they did not prove the will." On the 21st of March, Fuller and Kendall appeared in court to answer the summons issued, and, in the absence of Mr. Heenan, renounced the executorship. Miles Rainforth then filed a petition, asking for an examination into the merits of the will. The petition was granted, and the executors placed in the witness-box to "answer relative to their stewardship of the property of the deceased, and the manner of his death." Dr. Kendall was first examined, and refused to answer, when he was committed for contempt. Fuller was then placed on the stand, and, to the question "Is Richard Rainforth dead?" replied, "No, he is not dead; he still lives." He then



testified that Rainforth, Kendall, and himself had matured a plan to defraud the Aetna, St. Louis Mutual, and Mutual Benefit Life Insurance Companies, in which he had effected policies for \$15,000. The plan consisted in Rainforth assuming death, while Kendall was deputed to procure a body for the interment, and after the skilful substitution of the body, Rainforth was to seek some place of concealment. In pursuance of this arrangement, a few days before Rainforth's alleged death, he pretended to feel unwell, and Dr. Kendall was called in and pronounced the patient suffering from typhoid fever. Two days afterwards, by direction of the patient, his will was drawn up, and another physician called on to visit the sick man; he decided that he had only about thirty-six hours to live. The same day a barber was procured who shaved off Rainforth's moustache and whiskers. An hour afterwards his will was signed "in the presence of Heenan and two other witnesses." While Fuller and Kendall were in the room the latter said, "Poor Dick is dead." On the following day the pretended corpse was apparently and presumably coffined and buried in Graceland Cemetery, Chicago. Fuller moreover stated that he was not aware of the fraud practised upon him by this pretence of death until some time after its occurrence. He afterwards learned that letters had been received at Chicago from Rainforth and Fuller's daughter, Birdie, dated as late as March 18. Fuller was then held for a further hearing in \$12,000 bail, and Dr. Kendall was arraigned for fraud and held in jail to answer. Search was made for Rainforth after the plot had been discovered; but no clew to his whereabouts was obtained until some time in April, when it was ascertained that he was in New York. On the receipt of a telegram to that effect by Superintendent Kennedy, from the detective agency of Wm. Tuttle & Co., Chicago, detectives Vaughan and Niven were detailed to find Rainforth. They worked assiduously, and, after a deal of difficulty, they learned that he was at the Dupont House, corner of Hudson and Laight Streets. They proceeded to the place at two o'clock at night, and there he was discovered in bed. He was taken to Police Headquarters and delivered to the custody of Detective Kennedy, of Chicago, who had been sent to New York to convey the accused to that city.

Rainforth had been a quartermaster in the army, Dr. Kendall an army surgeon, and Mr. Fuller a detective in the service of the government during the war. Fuller, after his exposure of the Rainforth conspiracy, furnished the *Chicago Tribune* with an autobiographical sketch of his life and adventures, in the course of which he made a revelation, which, however startling or sensational, savored so much more of the fanciful than of the probable, that it did not produce a very profound impression. He said:

The origin of this insurance business is not here. There are parties connected with it who stand high in society, and who have great influence. It would not benefit me to say who these parties are, nor would it now benefit the insurance companies, and the public will not be injured by having the names kept a secret for the present. *It is enough to say it is an organized company, with its headquarters in New York.* It has its ramifications throughout the principal States, and the persons engaged are in such positions that if attempted, the frauds will be seldom discovered, because the doctor and the man who is reported to die have no knowledge outside of the patient or case in which they are engaged.

Whatever the object of this singular statement, it was deemed prudent, in view of possibilities, to give it some consideration, for if, upon investigation, there should be found a shadow of truth in so remarkable a declaration, the life companies were bound to assume a defensive attitude. But whether true or not, the experience of the English companies, and the numerous cases of convicted crime in this country, sufficiently prove to our life corporations that they have an ugly foe to encounter, and that it is necessary to be unceasingly vigilant.

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### FORGED CERTIFICATION.

With regard to forged proofs of death, without auxiliaries in reserve, it will be found that though at first glance such fabrication would seem to open an inviting field for knavery, it is comparatively rare, because comparatively easy of detection. Take, by way of illustration, a recent case of false certification in France. A young teacher named Charles Auguste Des-

bouis, in Nevers, was the beneficiary of policies on the life of his mother, a widow living in Tonnay, in the company named Le Monde, to the amount of 50,000 francs. Toward the end of January, M. Desbouis notified the agent of Le Monde in Nevers that his mother was dead. The agent forthwith communicated the information to the company, and shortly afterward the officers received a letter from the family announcing the fact; also, the Mayor's official certificate of the death of the Widow Desbouis; and the usual certificates of the physician and the undertaker. As these certificates were upon ordinary paper, the company thought they had a suspicious look, and called upon M. Desbouis to furnish certificates upon stamped paper. This he did a few days afterward. A comparison between the new certificates and those previously furnished strengthened the suspicions of the company. Notwithstanding a favorable report from the agent in Nevers, they sent one of their inspectors to Charente, in western France, to institute an investigation, the result of which was the discovery that the Widow Desbouis was in good health, and blissfully ignorant of her son's fraudulent manoeuvres. The next time the young man called at the home office, in Paris, he was arrested.

#### CRIMINATION OF THE EXAMINER.

The occasional collusion of medical examiners with men of loose morals and lack of principle, who engage in schemes to rob insurance companies, leaves a dark shadow upon one of the noblest of all professions, a vocation and a mission as noteworthy for the honor and integrity of its membership as it is for humane and charitable and philanthropic work. When a physician accepts a bribe to give a false certificate of acceptability for insurance, the question arises whether his act is an outgrowth of depravity or of poverty, whether it springs from moral obliquity or the *res angusta domi*. To show how hard it is, from a distant view-point, to reach a correct conclusion, take a recent case.

In September, 1895, Drs. Bingham and Ferguson, and Crown Attorney Farwell, of Whithy, Ontario, under instructions from the Attorney-General's Department, exhumed the body of Mary Ellen Alger, wife of Elisha Alger, a farmer near



Pickering, who died in August. This procedure was in consequence of information which led to suspicion that a conspiracy had been formed to defraud the Equitable Life and the Home Life Insurance Company of New York. The former had issued a policy on the woman's life in December, 1894, for \$7,000, and the latter in July, 1895, within a month of her death, for \$5,000, on the recommendation of Dr. Francey, of Whitevale, Ontario. Mrs. Alger had been married fifteen years, and the *post-mortem* examination showed that she died of pulmonary consumption. On the 17th of November, Alger was committed for trial on the charge of attempting to defraud the Equitable Life. The *Free Press*, of London, Ontario, published the following account of the testimony of Dr. Francey, the criminated medical examiner:

"The examination of Dr. Francey was one of the most extraordinary in the history of criminology. He told without any reserve whatever how he had gradually been led into this business. Henry Trull, Oshawa, local agent for the Equitable Life, came to see him in September, 1894, and wanted him to take him around canvassing for risks, offering 25 per cent. commission on first premium. 'We went to Alger's. He was digging post holes around his barnyard. Trull talked life insurance. Alger was disposed to discuss the question, but at another time when he should have leisure. He came to me afterwards and spoke of the subject, wanting to place insurance on his wife. At first I said it would hardly do. I asked him why he had not got insurance on both himself and wife in the Mutual Reserve. Alger said it was too late now to talk about that. He did not know that his wife was likely to die. In April, 1894, I had made a careful examination of her. I was attending his daughter Nellie at the time. I made a naked chest examination of Mrs. Alger. I told him his wife had consumption and was almost certain to die before many years. He had talked to some people about the Mutual Reserve, he said, but they had not spoken well of that company. I said to him, if he should insure her, it would likely be a profitable policy, as she was unlikely to live long. Alger said I was to get \$1,000 of the insurance if I'd pass her, and I could make what I could out of the premiums. It was finally decided to insure her for \$5,000 in the Equitable Life. It was explained by me that the insurance would be certain if she lived out the year, as the policies of that company are incontestable.' In making the examination the questions as to family history were skipped by Francey, and she was led to believe the application was but for \$1,000. Francey examined her for the Home Life, but she knew nothing about it, Francey going to Toronto and copying the Equitable policy application. Mrs. Alger's name was forged to this

one. The name of the forger has not yet been given. James Hortop was named by Francey as being offered \$150 with himself if the insurance money on the last policy was obtained. Francey insists that he came back from Buffalo of his own accord, and has since been promised his liberty if he gave evidence in this trial. He swears he wished to get Alger to settle."

Other parties implicated were afterward indicted. But the disquieting and deplorable feature of the case was the faithlessness of a trusted medical examiner, and his willingness, whether from need or from greed, to involve the companies which employed him in the large expenditure of time, trouble and money, which necessarily attends such contests for justice and right.

#### THE SCHEURER FRAUDS.

In the spring of 1888 Henri Castelnau, a doctor of shady reputation, Alexander Martinet, a chemist, and Marie Prouteau, Castelnau's servant, were placed on trial at Versailles, on a charge of concocting a false certificate of death. Another woman, Juliana Metz, was included in the indictment as a *particeps criminis*, but her case was separately disposed of at Vienna. The facts, as detailed by a leading English insurance journal, *The Review*, are substantially as follows:

A German adventurer named Scheurer married an American wife at Brooklyn, but not finding her rich, as he had expected, deserted her. He came to Paris in 1883 with his mistress, Juliana Metz, and, being reduced to great shifts, conceived the idea of insuring his life in English offices and of pretending to be dead, so that Juliana might receive the insurance. He had formerly been an agent for insurance companies and was well acquainted with their working. He accordingly effected insurances for £8,500, and some months afterwards a certificate of death at Meudon being sent in, the companies, after some demur, paid the policies.

Marie Prouteau, however, after a time, gossiped to the servant who had succeeded her at Castelnau's, the latter repeated the story, and an anonymous letter reached the companies. It was then discovered that Scheurer was still living, that the man who had died was really named Carl Glockner, that Castelnau, a doctor and Anarchist orator at Paris, was a party

to the fraud, and that the chemist Martinet had received 23,000 francs for having secured the consumptive patient Glockner, a journeyman brewer, who was to be passed off at death as Scheurer. The last-named meanwhile had naturalized himself in Canada, had taken the name of Clarence Percy Robert, had bigamously married Juliana at Brighton, and had gone with her to Austria. On hearing that the fraud had been detected, Scheurer went to Italy, but, learning that Juliana had been arrested with £8,000 in her possession, he committed suicide at Como. He left a paper avowing his guilt and exonerating Juliana.

Castelnau, on being interrogated, acknowledged that he made Scheurer's acquaintance in 1878, that he himself was then in pecuniary straits, and that he agreed to assist in Scheurer's plan. He was promised 100,000 francs, but received only 23,300 francs. He went and asked Martinet to find him a sick man. Glockner was not only a German, but had some resemblance to Scheurer. Glockner was taken to a house at Meudon, and Castelnau maintained that he was well cared for. No doctor, however, saw him till a few days before his death, when the medical man called in found him in the last stage of consumption. Castelnau received the money through Martinet, and he gave 10,000 francs of it to his daughter. He admitted having at Scheurer's dictation drawn up the certificate of death.

Martinet, while obliged to admit that he had provided the invalid Glockner for Castelnau, insisted that he had known nothing of the fraud, but believed that Castelnau wished to test a new cure for consumption. Marie Prouteau also maintained that she did not at the time know of the fraud, and did not know who the patient at Meudon was, though Scheurer afterwards induced her to make a declaration that the patient was Baron Scheurer.

On the conclusion of the trial, Marie Prouteau, the servant, who, after signing documents certifying Scheurer's death, ultimately made disclosures which led to the detection of the fraud, was acquitted. The jury found the two other prisoners guilty, but with extenuating circumstances. Castelnau was sentenced to eight years, and the chemist, Martinet, to five years' imprisonment.

The trial of Juliana Metz, the accomplice of Scheurer, who swindled seven British insurance companies, took place in Vienna. The accused, Scheurer's mistress, was born in Galicia and at the time was thirty years of age. She was accused of having, in concert with several accomplices, between December, 1883, and June, 1884, obtained large sums under false pretences in London and Paris, from various life associations. Among the companies defrauded are the Provident Clerks' Mutual Life Association, the Imperial Life Assurance Company, the Sun Life Assurance, the Union, and the Scottish Widows' Fund. It was pretended that Scheurer died at Meudon in November, 1883, whereupon Juliana Metz, to whom all Scheurer's insurance documents had been given, obtained £13,800. The accused, until nineteen, could neither read nor write, and at the age of twenty-two was in domestic service as a nursemaid. Yet when she lived in Austria she assumed the airs of a lady of social distinction, keeping a carriage and a train of servants, and was treated with great respect. Her marriage with Scheurer, which was contracted in England, was bigamous because the American wife, whom he deserted after squandering her money, was still living. In the indictment it was asserted that the man who died of consumption under Scheurer's name was aware of the fraud. Juliana lived in England, and fearing to betray the secret by letter, often crossed the Channel to consult with Scheurer when difficulties arose from the insurance companies suspecting foul play. She was an accomplished actress, and passed herself off as Scheurer's afflicted widow everywhere, even in his family in Hamburg, and in consequence of her part being played so well she obtained the money. Her appearance gave no clue to her talents. She was small and apparently timid, and seemed like a lady's maid. When Scheurer heard of the arrest of Castelnau and Martinet in Paris he withdrew his money from the banks where it was deposited, and gave some to Juliana and some to friends to keep for her. Then they both left Vienna in different directions. Before shooting himself in Como he sent all he had with him to Vienna, where a total of £9,000 was secured after Juliana's arrest, so that the losses were, to some extent, repaired. During the examination she put all the

blame upon Scheurer, and pretended to be too simple to know she was committing a fraud when she did all in her power to obtain the insurance. Although the advocate for the defense urged that his client acted under the influence of pressure, the jury found the prisoner guilty, and sentenced her to four years' hard labor.

#### A CLUMSY PHILADELPHIA SCHEME.

One of the clumsiest and stupidest attempts ever made to defraud a beneficial order came to light in Philadelphia in December, 1889. A Dr. Murray undertook to swindle the Order of Fraternal Guardians out of \$625, the amount of insurance on the life of Miss Annie McIntosh, aged 22. Though the girl was alive and well, he caused to be published in the daily papers a notice of her death at the house of a Mrs. Behm, and the statement that the interment would be at Media. The attention of the coroner was called by sceptical parties to the matter, and the facts were gradually developed in the course of an official examination.

Dr. Murray, when called to testify, stated that he had been called upon to attend the patient, who was formerly in his employ as a servant, and that on the 22d of November a man alleging to be Robert McIntosh, the brother of the deceased, called upon him for a death certificate, which he gave him. The doctor said that he wrote it on a prescription blank, giving the cause of death as "peritonitis." He also claimed that the brother was accompanied by a man who was connected with Quinby's undertaking establishment at Media. He admitted that he had not seen the body of the deceased, but had issued the certificate solely upon the information of the brother that she was dead. An effort was then made to ascertain what disposition had been made of the body, the services of all the attachés of the coroner's office being called into requisition, but nothing could be learned on that point. Feeling convinced that a crime of some kind had been committed, the coroner placed Mrs. Behm under arrest. After a night in prison, she acknowledged that her previous story was untrue. When the hearing was resumed, Murray was again called to the stand. He detailed circumstantially the facts about Annie's



illness, and told of the issuing of a certificate by him on learning from her brother that she had died. Then Mrs. Behm was placed on the stand, and, in answer to questions, she said that Annie McIntosh had not died at her house, and that she never knew such a person. Dr. Murray, she testified, had promised to reward her handsomely for allowing her house and name to be used. Murray then broke down, and confessed that he had manufactured the story of the girl's death in order to defraud the Order of Fraternal Guardians out of \$625, the amount for which her life was insured. He said that Annie McIntosh was alive and well at her home, in the northern section of the city. The doctor's discomfiture was complete, and after a scathing rebuke from the coroner, the case was turned over to the district attorney.

#### A COLORADO FALSE PRETENCE.

In May, 1889, two crooks, mother and son, of Pueblo, Colorado, devised a scheme to defraud the Washington Life Insurance Company of New York out of fifteen thousand dollars. A policy for that amount was issued at Denver by F. E. Busby, manager of the company, to one Daniel Stevens, who claimed to be a resident of Sheridan Lake, a small town in Bent County, near the Kansas line, the policy being made payable to his mother, Mary E. Stevens.

Nothing more was thought of the matter by Mr. Busby until more than a month afterward, when he received a letter from the bereaved mother, postmarked at Pueblo, Colorado, notifying him that her son Daniel had suddenly departed this life, and requesting him, between her sobs, to send her the proper blank proofs of death, so that she could collect the amount for which his life was insured.

The tone of the letter, and the fact that the insured had died so soon after getting the policy, excited Mr. Busby's suspicions, and he concluded to inquire into the matter. In her letter the mother stated that her son had died at Sheridan Lake of pneumonia, having been taken sick on the 26th of March, and died on the 2d of April, the death occurring about five weeks after the policy was issued. She also stated that she was then at Greenhorn, in Pueblo County, attending a sick friend, who was very low.

Mr. Busby promptly forwarded the blanks to Mrs. Stevens, and then proceeded to investigate the particulars of the son's death on his own account. Inquiry developed the fact that no such man as Daniel Stevens had lived, died, or been buried at Sheridan Lake, that no one had died or been buried there within a year, and that no one in that locality could be found who had ever heard of such a man as Daniel Stevens. Convinced by this discovery that Daniel was a deceiver and still living, Mr. Busby put the matter into the hands of his attorney, F. A. Williams, of Denver, and Sheriff McCarthy, of Pueblo, and after a consultation with them, immediately determined upon a course of action.

The proofs of death not having been yet received, Mr. Busby wrote to Mrs. Stevens at Pueblo in regard to the matter, and she at once replied, forwarding the proofs, and stating that she herself had been quite sick at Greenhorn, which accounted for the seeming delay in forwarding the proofs. The promptness with which this decoy letter was answered proved that Mrs. Stevens was at Pueblo and not at Greenhorn, and Sheriff McCarthy and Under-sheriff Abbey then began the work of locating Mrs. Stevens and Daniel, feeling assured that the latter was still living, and that both were in Pueblo.

Mr. Busby learned that Daniel Stevens had rented a box at the Pueblo post office about March 20, paying for it in advance, and instructing the postmaster to put all mail-matter coming to his address in said box, implying that he would get the mail when he came to town. Sheriff McCarthy and Under-sheriff Abbey then began to watch for Mrs. Stevens, or any one else that might call for the mail put into Daniel Stevens' box, and they soon noticed that a young man answering the description of Daniel called for the mail. It was also discovered that he was rooming in a building on West Seventh Street, formerly occupied by D. C. Montgomery. On further investigation the bereaved mother, Mrs. Mary E. Stevens, was found at Mrs. Lane's, on South Santa Fé Avenue, where she had a room and was frequently visited by the young man supposed to be her son, but who answered to the name of John Morgan in Pueblo.

On learning these facts, though no one was able to identify

the insured, Mr. Busby decided to remain in Pueblo until the guilty parties were brought to justice. He was accompanied by his attorney, Mr. Williams, and Mr. E. D. Hegg, of Thiel's Detective Agency, Denver. In the mean time a registered letter had been sent to the address of Mrs. Stevens, and the usual notification was dropped in Daniel Stevens' box. The man supposed to be Stevens went to the post-office about 9 o'clock in the morning to see if there was any mail, and Mr. Busby, who was stationed in a convenient locality, saw the man and at once recognized him as the assured. One of Sheriff McCarthy's force had shadowed him to the office, and when he came out he was followed by another shadow. Mr. Hegg was following him, and from that time until his arrest he was not lost sight of for one minute, except when he was in his own room, or that of his mother, and even then he was not out of sight of the officers.

Leaving the post office, young Stevens went to his room, and later went to his mother's room on South Santa Fé Avenue. Later they both went to the post office, and Mrs. Stevens secured the registered letter, which informed her that the insurance money was in the Stockgrowers' National Bank, where she could get it upon giving a proper receipt. They then returned to her room and determined upon a plan of action.

About 2 o'clock they walked up town together on the other side of the street from the Stockgrowers' Bank. When opposite the bank young Stevens crossed over, and went inside and inquired if there was some money there to the credit of Mrs. Mary E. Stevens in payment of a life insurance, and was told that there was. He then stated that she was in town, and would be in before the close of banking hours to get the money and receipt for same.

It might be well to state here that Mrs. Stevens had previously, about a week before, deposited \$100 in the Stockgrowers' Bank, taking a certificate of deposit, and leaving her signature for the purpose, and with the intention, no doubt, of preventing any trouble about identification when she came to draw the insurance money, which she evidently thought would be sent to her through some bank.



When Daniel Stevens went into the bank to ask about the money, Sheriff McCarthy and Mr. Busby were sitting in the front office, where they could watch all proceedings and hear all that was said. They had been there since 9 o'clock, waiting for the game to walk into the net, confident that they would bag them before the day was over.

When Stevens went out of the bank he followed his mother up the street. She went up Santa Fé Avenue as far as Paul Wilson's dry goods store and stepped inside. The young man walked up the street a block or more, eying everybody he met warily, evidently on the lookout for officers. He then walked back to Mr. Wilson's store, got his mother, and started for the bank. Just ahead of them was Under-sheriff Abbey, who did not look as though he could tell a saint from a sinner, whilst just behind them walked Mr. Hegg, the Denver detective; across the street was Deputy Sheriff Barnes, and half a block down stood Lawyer Williams, evidently taking in Andrews & Denman's show of carpets and furniture. The conspirators were surrounded, and could not have got away had they desired.

Mrs. Stevens and her son walked into the Stockgrowers' Bank as unconcerned as though they were going to a meal. Mrs. Stevens was clad in the deepest mourning, and the man whose death she was apparently grieving over walked beside her with his head erect, carrying in his hand an empty satchel, which was evidently intended to receive the long-expected \$15,000.

When they entered the bank Mrs. Stevens drew her deposit check for \$100 from her pocket, and after endorsing it, gave it to the cashier, who handed her the money, and she in turn gave the money to her son. She then inquired regarding the insurance money, and President George H. Hobson asked her to step into his private office. He then told her that she must receipt the original policy in full before she could get the money. She expressed her willingness to do so, produced the policy, was given a pen, which she took with a firm hand, and receipted the policy in full, which she handed to Mr. Hobson, who then stepped into the bank, apparently to get the money for her, which the young man stood ready to lug off.

Sheriff McCarthy and Mr. Busby had watched the whole proceeding from their position in the front office, and at this point stepped forward and passed quickly into the rear office, McCarthy presenting his pistol as he entered, remarking to Daniel Stevens: "I am the sheriff of Pueblo County, and I arrest you on a charge of conspiracy," at the same time slipping a pair of handcuffs on the prisoner's wrists. Stevens offered no resistance, and sank down into a chair. Mrs. Stevens arose as if to leave, but the sheriff remarked, "Sit down, Madam, I want you also," and she sat down. In the mean time Under-sheriff Abbey, Detective Hegg, Deputy Sheriff Barnes, Mr. Williams and a newspaper reporter had arrived on the scene, and any attempt on the part of the conspirators to resist or escape would have resulted very seriously.

A carriage was promptly called, and the prisoners were taken to the county jail, where they were confined on a charge of conspiracy and forgery, with a prospect of a long term in the penitentiary at Canon City. The young man was then asked his name, and replied that it was Brooks, but his mother corrected him promptly, and said it was Stevens. Later, however, she made a partial confession to Sheriff McCarthy and Mr. Busby, and begged the latter piteously to let her son escape, even going so far as to offer him the \$100 she had drawn from the bank if he would do so. She also confessed that their real names were Herbert Brooks and Mrs. Sarah A. Brooks, formerly of Silver Cliff, Colorado, and that she is Herbert's own mother. Parties in Pueblo who knew them said that they formerly moved in good society at the Cliff, and were well thought of there. Mrs. Brooks was then a woman about 45 years of age, and apparently of some education and refinement. Young Brooks was about 25, and was a fine-looking fellow.

Mrs. Brooks claimed that she was led into this trouble by other parties, but she would not say who they were. There is no doubt that she and her son made out all the proofs of death, though they were seemingly sworn to before J. W. Kriger, a notary public at Lamar, all the documents bearing the imprint of his seal. A physician named Lewis was made to testify that he attended Daniel Stevens, alias John Morgan,

alias Herbert Brooks, in his sickness; the coroner testified to his death, the undertaker to his burial, and various friends to the fact that they knew him when alive and saw him dead, and Mr. Kriger, who is a well-known lawyer at Lamar, apparently took the acknowledgments of all these people, but his signature on file in the Secretary of State's office proved conclusively that all the documents were forgeries. Hence the conclusion that Mr. Kriger's seal was stolen for the occasion.

#### FALSE PERSONATION OF APPLICANT.

False impersonation in making application for insurance, and in undergoing the requisite medical examination, is a dangerous form of fraud. Here, both agent and examiner may be innocent victims of deception; on the other hand, both may be in rascally collusion with other parties to defraud the agent's company; or, again, the agent may conspire with others to deceive the examiner. Mr. Francis, in his "Annals," gives an account of the earliest known instance of such deception. Application was made in the year 1780, to a London office, to insure the life of a lady for £2,000. Her health was sound, constitution excellent, references satisfactory, and the policy was issued. Within six months a claim was made for the money. In the proofs of loss, which were found to be regular, the disease was certified to be pulmonary consumption. Thereupon, directors looked grave and questioned the secretary, and the secretary looked rueful and questioned the doctor. There was no accounting for such a termination of the risk; it seemed *en règle*; no fraud could be alleged, and the policy was paid. Information subsequently given to the office, however, led to inquiry, and it was ascertained that one sister being an incurable invalid, the other personated her at the assurance office, deceived the medical examiner, sent in the certificate of her sister's death, and obtained the money. Thereafter she disappeared, and no thought of restitution was entertained.

To lessen the risk of this vicarious portraiture, this impersonation *mutato nomine*, the companies lay more stress than formerly upon means of comparison and identification, exacti-

tude in height, weight, chest measure, complexion, color of eyes and hair, and personal peculiarities. Moreover, they employ the checks and guards of systematic inspection, and the machinery of detective agencies. Even when these instrumentalities are at fault, the gamblers frequently defeat themselves in one way or another. In a case reported from Montreal, for example, certain creditors of a consumptive, named La Ferriere, were anxious to reimburse themselves in advance of his prospective death. A healthy substitute was provided for examination, and policies were issued by three life companies to the amount of \$20,000. These policies were assigned to the creditors. Within a month after the payment of the first premium the invalid died, a little too hurriedly for the success of the game of the conspirators. The proofs of loss revealed the nature of the fraud, and the companies concerned naturally and properly refused to be victimized. On the other hand, in a case reported from Boston, in April, 1891, the rascals succeeded in swindling the New York Life out of \$2,000. The particulars as published showed that the policy had been issued two years before to a citizen of Boston, and at his death the money was paid to his widow. It was discovered that the man himself did not make application for the policy, being a consumptive, and that another, named John J. King, personated him at the medical examination and other preliminaries to the issuance of the policy. King, it is alleged, acted throughout in conspiracy with the wife of the consumptive, and received half of the amount of the policy from her. When the fraud was discovered, a warrant was issued for the arrest of King, who was traced to the house of his brother in Brooklyn, where he was captured.

#### AMONG THE MOLLY MAGUIRES.

The case of Catherine White against the United Brethren Mutual Aid Society, tried before Judge Handley, in Scranton, Pa., in 1879, brought out the facts in an attempt to falsely personate an applicant. In 1878, Patrick Waldron, of Scranton, was the agent in that city for the U. B. Mutual Aid. On the 16th of August, 1878, he forwarded an application for a \$3,000 membership on one Mary White, of Scranton, in favor

of her sister Catherine White. Dr. Horace Ladd was the examining physician for the Society at Scranton, and his certificate showed the applicant to be a woman in excellent health and a first-class risk. The Society issued its certificate of membership on the application for benefit to the amount of \$3,000 in favor of Catherine White, sister of Mary White, and late in November notice was received that Mary White had died on the 22d of November, 1878, of pneumonia. About the same time a letter was received from Andrew White, the husband of Mary White, giving warning that the transaction was fraudulent, that neither he nor his wife had known anything about it, that his wife was taken sick in April, 1878, had severe hemorrhages of the lungs in June, 1878, and died of consumption. The Society investigated the case, found the facts exactly as stated by Andrew White, and thereupon refused to pay the claim, and dismissed the agent.

Catherine White brought suit to recover the \$3,000. At the trial Dr. Horace Ladd swore that he did not know Mary White nor her sister, Catherine White, personally; that the woman whom he examined as Mary White was at the time, August 15, 1878, a stout, healthy, robust woman, weighing not less than 146 pounds, and that when asked to sign the application, she stated that she could not write her name, but made her mark. Dr. Connell swore that as early as June, 1878, he was called to attend Mary White professionally; that she during that month had frequent hemorrhages of the lungs, that he visited her at least eight different times prior to August, 1878, that she was very much emaciated and would not have weighed over one hundred pounds, and that he prescribed the remedies usually administered in pulmonary consumption. Andrew White swore that his wife, Mary White, was taken ill in April, 1878; that in June, 1878, she became dangerously ill, had hemorrhages of the lungs and a severe cough, that they called in Dr. Connell, that she was then already very much reduced in flesh and would not have weighed over one hundred pounds, that his wife could readily write her name and never signed by making her mark, and that neither he nor his wife knew anything of the insurance on her life. Three of the neighbors swore that in June, 1878, they were several times



called in to Mr. White's house on account of her bleeding at the lungs, that they hourly expected her death, and that she was so reduced that she would not have weighed over one hundred pounds.

For the prosecution Patrick Waldron, said to be a Molly Maguire, swore that the Mary White who died, wife of Andrew White, was the identical woman whom he took to Dr. Ladd's office and had examined. A police officer of Scranton, said to be a Molly Maguire, swore that he saw Patrick Waldron and Mary White, the identical woman who died, go into Dr. Ladd's office that day and that he talked with them on their way. Another Irishman, said also to be a Molly Maguire, swore to the same thing. Dr. Hagerty (a Molly Maguire), the attending physician, swore that Mary White died of pneumonia, and not of consumption. After this exhibition of Molly Maguireism there was no resource except to carry the case to a higher court beyond the baneful infection of an atmosphere of perjury.

#### THE PERSONALITY OF A YELLOW DOG.

About the time that the Belfast conspirators were palming off on the English managers of an American life insurance company an uninsurable negro for an insurable Irishman, as narrated elsewhere in this volume, a gang of gamblers in South Carolina had a yellow dog insured under the name "Jim Brown," presumably a gentleman of the colored persuasion.

The gang implicated in this comedy, as well as in other fraudulent transactions, numbered nineteen persons, black and white. For a considerable period, their operations, crudely conducted as they were, resulted successfully, the total sums out of which the companies had been swindled amounting to over \$100,000. The leading sinners were a family of whites named Bond. Their plan was to insure the life of a fictitious person, then to hire lodging rooms, place an alleged wife in possession, and announce to the neighborhood that her husband was dying. The announcement was followed by the news of his death. Bodies were smuggled from the Potter's Field, secretly conveyed into the premises, and in due time buried in the cemeteries. Then the insurance money would be

collected. One of the Bonds was a physician, another was an agent of the insurance companies, and the third acted as buyer of the corpses. The conspiracy was finally unearthed by Pinkerton detectives sent to the scene of action by the Travelers Insurance Company of Hartford and the United States Mutual Accident Company of New York. Many of the rascals fled from the State and escaped. The case which led to discovery was that of a colored person named Joseph B. Dudley, who was insured in two accident companies in the sum of five thousand dollars each. In the process of investigation a confession was obtained from trustworthy parties that no such person as Dudley ever lived, and that the corpse alleged to be that of the fictitious Dudley was obtained in a graveyard for colored people.

Among the discoveries made by the detectives was that concerning "Jim Brown." This party on whose life the amount of a policy held by the Bonds and their agents, prominently the colored woman, Mary Dudley, was paid at maturity, turns out to have been a *yellow dog*. It was learned that one and the same negro corpse was, with noteworthy economy, utilized five times in making up proofs of loss in as many different cases of alleged death.

If any one, up to this period, thought that the limit of diabolical ingenuity had been reached, he must have been surprised to learn from the Bonds that the harp-strings were capable of being attuned to new melodies. They showed that even the element of facetiousness may be successfully introduced in the game. They demonstrated that for practical purposes a yellow dog may personate a man, that he may be insured as a man, that his human owners may have an insurable interest in his life, and that when the dog dies, as die he must and will under such circumstances, the beneficiaries may present a valid claim which the insurance companies will duly recognize and pay. All of which is, in one sense, extremely funny. But these fun-loving adventurers extended the range of their profitable amusement. They concluded that as it was troublesome to obtain a disinterred corpse, it was only fair that the one they procured should reimburse them by serving five times over in the way of substitution for the individuals, or

rather the dummies, that had been insured for their benefit. The funny part for them and the serious feature for the companies was that the claims thus set up were paid without question or investigation.

But the comedy came to an untimely end. One of Pinkerton's sternest detectives, Gustav Frank, appeared on the scene of action and rang the curtain down.

#### A GERMAN-AMERICAN WIFE-MURDERER.

In October, 1892, Hugo Wahler, a German, 30 years of age, and his wife removed from Indianapolis to Toledo, O. In the following March the police were after him on the charge of poisoning Mrs. Wahler, the motive being collection of an insurance amounting to \$5,000. It appears that May Neese, a domestic, 26 years of age, was engaged to do housework for them, and that a short time afterward Mrs. Wahler proposed a trip to Chicago via Detroit, and persuaded Miss Neese to accompany her. At Detroit the two women visited the office of the Equitable Life, and Mrs. Wahler persuaded her companion to have her life insured for \$5,000. She also induced the girl to pass herself off as Mrs. Hugo Wahler and the policy was made out in that way. Shortly after, the family moved to South Bend, Ind., and Miss Neese went with them. Suddenly Miss Neese became ill and complained of nausea with painful swelling of her face. She suspected that she was being systematically poisoned, and becoming frightened, left the house, and went to Chicago. Wahler and his wife returned to Toledo in February. Here Mrs. Wahler was taken sick, the symptoms being the same as those suffered by the girl. On the night of February 20 Mrs. Wahler died. Mr. Wahler notified the insurance officials at Detroit of his wife's death, enclosed a copy of the death certificate, and demanded the \$5,000 insurance due on the death of his wife. Insurance agents went to Toledo and investigated the matter. They examined the corpse at the cemetery vault, and were astonished at the discovery made. It was not that of the woman that was insured in the name of Mrs. Wahler, and an autopsy of the body disclosed the presence of strychnine in the stomach. Wahler suddenly left town, and made his escape.



## SUBSTITUTION OF A BODY OR PADDING.

That "history repeats itself" is frequently shown in the substitution of another body, or of padding, in a coffin, at the time of burial. There, for example, was Franz Tomatscheck, in Berlin, in 1848, who had been heavily insured, and who, impelled by irresistible curiosity, and disguised beyond recognition, attended his own funeral. But when the police were put upon the trail, and disinterment took place, the contents of the coffin was found to consist of stone and straw. There was the case in 1874, of Uhling, a New York physician, who was convicted of an attempt to swindle a local life company, and sentenced to Sing Sing, where he served out his term. He certified to the death of an insured woman and the company was called upon for payment, but suspicion led to an examination, and it was disclosed that instead of a dead woman there were a hundred and odd pounds of bricks in the coffin for the death of the contents of which payment was demanded. In another case, the coffin was filled with sand. This occurred in 1880, at Fillmore, a village in Andrew county, Missouri. The coffin was supposed to contain the remains of James Riffin, and was exhumed in consequence of well-grounded suspicions of fraud. Some time before, Riffin had insured his life for the benefit of his aged mother, and then left for the West. Soon afterward his brother-in-law received a letter announcing his death, at North Platte, and going thither, he returned with the coffin, which was not opened because of the supposed decayed condition of the remains. Application being made for the insurance, investigation led to the discovery of the sand, and exposure of an intended fraud, Riffin being still alive, and the principal agent in a conspiracy to defraud a life insurance company.

A case which merits more than a passing notice, is that of

## VITAL DOUAT

One of the most remarkable of the London police is Sergeant Druscovitch. No one looking at the short, blonde-mustached, and rather dandified young man, would suspect him of being the cleverest of detectives. He speaks any number of languages, and is therefore nearly always sent abroad

when any case occurs in a non-English speaking country, needing the services of an English detective. In London his special work is among foreigners who go there as fugitives from justice. Druscovitch was engaged to work up this case.

In 1865 Vital Douat, a Bordeaux wine merchant, insured his life to the amount of 100,000 francs in one of the insurance offices of Paris, after which he returned to his place of business at Bordeaux. Shortly afterward he went to London, in order to escape the consequence of a fraudulent bankruptcy. Some time later his wife, clad in widow's weeds, presented herself at the insurance office with the legal documentary proofs of her husband's death. Suspicion was aroused in the minds of the insurance officials at Paris, the money was not paid, and the case was forwarded to the British authorities for investigation. Sergeant Druscovitch was called in, and succeeded in ascertaining the following extraordinary facts: Arriving in London, Douat took up his residence at Ford's Hotel, giving the name of Roberti, where, after remaining for a few days, he desired a French waiter at the hotel to write him out a certificate in English, purporting to be signed by Dr. Gritti, to the effect that one Vital Douat had died on the 29th of November, 1865, of aneurism of the heart. On the 1st of December this certificate was presented to the register of deaths at Plaistow, by Douat, who now assumed the name of Bernardi, and the death was registered in the usual way, it being stated that the body was then lying at No. 32 Ann Street, Plaistow. On the same day he procured a certificate from the register of deaths, and thereupon the sexton of St. Patrick's Cemetery, Low Layton, ordered a grave to be dug. Douat, *alias* Bernardi, paid the regulated burial fees and appointed the following Sunday for the funeral. Having made these arrangements he then went to an undertaker, to whom he gave the name of Rubini, and purchased a full sized ready-made coffin, in which he caused to be placed a thick lining of lead, and the handles altered from the sides to the ends of the coffin, in the manner usually adopted in France and other Continental countries. Douat had the coffin conveyed to the cemetery, himself being the chief and only mourner. The coffin and supposed body were taken into the chapel of the cemetery, where the burial services were read

over it by the Rev. Mr. M'Quoid, and with all the ceremonies of the Roman Catholic Church the ostensible remains of Douat were consigned to the earth. The whole of these circumstances, which in themselves were highly suspicious, induced Sergeant Druscovitch to apply for a license to exhume the coffin said to contain the body of Vital Douat. This having been obtained, Sergeant Druscovitch and two persons who were personally acquainted with Douat proceeded to the cemetery. Upon being exhumed, the coffin was opened in the presence of the officers and the two witnesses who had attended for the purpose of identifying the body of Douat, and was found empty. The whole of the burial was a sham. The weight of the supposed body of Douat had been made up for by the introduction of an additional quantity of metal to the lead lining.

Upon these facts a warrant was granted for the apprehension of Douat, a search was immediately instituted by the officers, and the result was that they discovered the delinquent had taken his departure for America, and was thus beyond the pale of English law.

Some time afterward he returned to Europe and went to Antwerp, where, in November 1866, he was arraigned before the Criminal Court for attempting to obtain sums of money from insurance companies by setting fire to goods he had insured at high rates. Two barrels of tar, and the *débris* of cases which contained resin, chips, alcohol, powder, and charcoal, were produced in court. An Antwerp underwriter had insured this property for \$24,000 against sea risks. The prisoner represented that the cases and barrels contained laces and clocks valued at \$50,000, for which he produced invoices. The cases, however, ignited in the quay before they were shipped on board the *Duc-de-Brabant*, the ship chartered to convey the cargo. The jury, after a lengthy trial, found the prisoner guilty, and sentence of death was passed on him; but the French government claimed him under its Extradition Act, and he was handed over to be dealt with by the tribunals of that country for his fraudulent bankruptcy and also for his attempted fraud on the Paris life-insurance office.

For the latter offence he was tried, found guilty, and sentenced to penal servitude.

## THE OHIO BROOM-CORN CASE.

Toward the close of the year 1866, a plot was contrived to rob two or three life companies by a gang at Eaton, Preble County, Ohio, composed of B. M. Batchelor, an apothecary and local insurance agent; William Abbott, a class leader and mayor of Eaton; Dr. N. S. Richardson, who, on a previous occasion, had successfully swindled a life company out of \$4,000, and his brother Frank, who lived near Lebanon. These confederated scamps invented a fictitious personage whom they named W. T. McFadden. This dummy, personated by the pious Abbott, was insured for a large amount, and when the plan was fully matured, managed to die on Christmas-eve of cholera, conveniently introduced at that unusual season because of the rapidly fatal collapse incident to the Asiatic malady. This part of the tragic farce was enacted in Frank Richardson's house in Lebanon. His wife, innocent soul, had been conveniently sent to visit her own people, that the coast might be entirely clear for the conspirators. Frank called at an undertaker's, and ordered a coffin for "a gentleman who had died at his house of cholera." Thence he went to the telegraph office and dispatched this message to Eaton, in care of Batchelor:

"MRS. SARAH MCFADDEN: Your husband died here this morning. Answer."

Hasty preparations were made for departure with the corpse to Eaton, where it was deemed advisable to have an immediate funeral. Chloride of lime was freely sprinkled about the premises and cautious avoidance was enjoined upon the neighbors. The coffin-lid was screwed down, and the mournful satisfaction of gazing upon the remains was denied. The only assistance solicited was to lift the coffin into a wagon early on the following morning, which was done by friends and neighbors cheerfully, but not without a twinge of suspicion of foul play. The Richardson brothers—there were four of them—were all clouded with a bad reputation. If they had borne a better character, the good people of the vicinity would not have suspected criminal taint, even under such strange and singular circumstances. But after the wagon had been driven off they freely discussed among themselves these unusual proceedings, and the more they compared notes, the more they became con-

vinced that the interference of the legal authorities was demanded. Accordingly, Dr. H. White, the coroner, started in pursuit to Carlisle Station, whither Frank had said he intended to take the body for shipment to Eaton. Arriving at Carlisle, the coroner failed to obtain any tidings whatever of the funeral party, and the suspicion that a very serious crime had been committed was strengthened hour by hour. Frank Richardson's house was searched by an eager crowd; officers were dispatched to Eaton, and telegrams from the latter place disclosed the fact that no man of the name of W. T. McFadden had ever lived there, though, to complicate matters, a woman called Sarah McFadden, professing to have a husband named W. T., had spent some weeks in Eaton, shortly before, but had gone away, no one knew whither.

Frank Richardson turned up at Winchester, near Eaton, where he was met by a hearse and a carriage containing two women closely veiled. The coffin was transferred to the hearse, and the little procession proceeded on its way with the solemnity befitting a funeral occasion. The movement was timed so as to reach the churchyard at midnight. Dr. Richardson, in order that his "dear friend Mac." might have the full benefit of Christian burial, had engaged the attendance at the grave of his beloved pastor, and at his special request the clergyman delivered a brief discourse upon the uncertainty of life. Dr. Richardson was a member of the church, and, though not in good standing, was recognized as such.

This dramatic scene occurred on the night of December 25, 1866. Early the next morning the Lebanon officials arrested the actors who had thus devised and performed their parts in the midnight burial. They then endeavored to employ the sexton in the work of disinterment, but found that personage rather shaky. He had had the cholera once, and he was "afraid of it;" "the blamed thing," said he, "smelt powerful bad last night," and its disturbance, in his view, would be attended with dangerous consequences. A greenback, however, overpowered his resistance, and, swallowing his aversion, he went vigorously to work. The grave was opened and the coffin was raised, but on lifting the lid the searchers found, not a body, but a few sacks filled with broom-corn seed.



Upon this unexpected discovery the two Richardsons and Batchelor were taken to jail. The other conspirators escaped, the woman returning to Cincinnati, where she was a notorious cyprian, and, as Abbott, the personator of McFadden, was declared to be dead, and as there is no warrant of authority to arrest a man for being dead, the scamp was allowed to go unnoticed.

#### A TRICK THAT DID NOT SUCCEED.

In the month of July, 1865, the body of a dead woman, in an advanced stage of decomposition, was discovered in a field adjoining the town of Richmond, Indiana. A coroner's jury was at once impanelled, and the evidence taken before it went to show that it was the body of Mrs. Mary Davis, wife of John B. Davis, a shoemaker who resided in Richmond. Mrs. Davis had been missing from home for some time, and could not be found. The clothing upon the dead body was recognized as that of Mrs. Davis. The decayed condition of the body was such that it could not be determined whether or not there were external evidences of violence upon it, but it was generally conceded that she had been murdered.

It subsequently appeared that Mrs. Davis was insured in the Connecticut Mutual Life Insurance Company for \$2,500, and in the New York Life Insurance Company for \$3,000. Proofs of death, based upon the evidence brought before the coroner, were furnished to each company, and the New York Life paid the amount of its policy to the guardian of Mrs. Davis' children. The Connecticut Mutual would not pay on the evidence of death produced, and suit was brought to recover the amount. The company instituted a thorough investigation of the case, and was soon able to expose what proved to be a conspiracy to defraud. The missing Mrs. Davis was hunted down, and found living in the town of Greensburg, Westmoreland County, Pennsylvania.

Affidavits, one of a photographer who sent with it a photograph of the woman; one of a physician who had known her many years, and who saw and conversed with her at the date of his affidavit; and one of the identical Mary herself, dated January 7, 1867, were filed in court by the company, where-



upon the suit was discontinued. The New York Life at once brought suit against the guardian for the amount of insurance paid to him under their policy, and recovered the amount less court charges, and an allowance to the guardian, who had acted in good faith.

Mr. Davis had rejoined his wife in Pennsylvania, and, when found, both were preparing to go South as soon as the money on the Connecticut Mutual policy was paid to them. Luckily for the New York Life, the money paid by that company went into the hands of a guardian, instead of into the hands of Mr. Davis, who was the principal party to the conspiracy, beyond a doubt.

#### THE RADLOFF CONSPIRACY.

On the morning of the 16th of April, 1892, the house of William Radloff, situated about four miles north of Seattle, Wash., in the woods, and remote from neighbors, was found to have been burned to the ground. In the ruins were the charred remains of a man. The natural inference on the part of the neighbors was that Radloff, who had been sleeping there alone more than a week, had perished.

Radloff was a German, 28 years old, and had married two or three years before an American wife with whom he had not been happy. For three or four months a handsome young Austrian, Louis Kostrauch, lived with the family and was on very good terms with the wife. At the time of the fire she and her baby were visiting her parents near Tacoma. Kostrauch was also absent, and the authorities jumped to the conclusion that Kostrauch had murdered Radloff in order that Mrs. Radloff might be free to marry him.

Kostrauch was arrested. In his possession were found a love-letter from Mrs. Radloff and a money order made out for her by her husband. Kostrauch was at first reticent and denied having talked with Radloff the day before the fire. At last he said that perhaps he might tell what he knew if he were assured that he would not be hanged. The police were convinced that they had the criminal in their hands and searched no further.

The case was then complicated by the discovery that within two months Radloff had taken out \$55,000 life insurance, \$20,000 in the New York Life, \$20,000 in the Equitable, and

\$15,000 in the Mutual Life. The insurance men inclined to the belief that Radloff was not dead, but had entered into a conspiracy to defraud the companies.

A cemetery, near the Radloff house, was examined, and evidence was obtained that the body in the ruins had been taken from one of the graves there. The chain of proof was so complete that at the inquest the whole story came out by Kostrauch's confession.

Kostrauch said that he and Radloff and Mrs. Radloff planned the whole affair. Radloff on March 9 applied for insurance in the three companies named, and was passed by the physician as a first-class risk. In the Mutual Life he paid an annual premium on his policy, and in the two others he arranged to have the payments made quarterly. In each case he made payment within two weeks of the fire. The amount of the insurance was considered by the agents as rather remarkable, but Radloff, who had lived in this country for over eight years, had made a snug fortune in real estate, and also professed to have a steady income from family estates at Mecklenburg, in the old country. He said his wife had consulted a fortune-teller, who had predicted his death, and he had taken out the life insurance to allay her nervousness.

A few days after the medical examiners had passed him, and the applications had been sent to the home offices for acceptance, Radloff and Kostrauch went by night to the cemetery and dug up the body of R. D. Lewin, a neighbor of about the same age as Radloff, who had died of consumption on February 17. They took out the coffin, but left the wooden box that had enclosed it. The coffin with the body was buried again in the chicken yard near Radloff's house. Then the conspirators waited for the insurance policies. When they were received and everything was ready, Mrs. Radloff was sent away to her parents, and Radloff and Kostrauch dug up the body, stripped it, and put a pair of Radloff's old trousers on it and laid it in Radloff's bed. Then they filled the room with shavings, poured coal oil all about the house, placed an axe near the bed, and set two lighted candles in the midst of the inflammable materials.

The candles burned down in about three hours, and the men,

who had by this time got well away from the scene, saw the flames light up the sky. Radloff, as was afterward learned, started the same night for San Francisco, but Kostrauch remained behind. He played a clever part after his arrest, hoping to be considered a murderer and to divert the officers so that no description of Radloff would be telegraphed abroad. He was, however, prepared to prove an alibi later.

The grave of Lewin was found empty and the handles of the coffin were picked up in the ruins of Radloff's house. Mrs. Radloff denied any knowledge of the conspiracy, though Kostrauch says they were all to meet in Germany, and enjoy the life-insurance money.

A few days after these revelations another sensational phase in the case was developed in the arrest of Dr. Frank R. Ballard, of Fremont, a suburb of Seattle. The arrest was made on the confession of Mrs. Radloff, partly through fear of Radloff, on account of Ballard's intimacy with her. Ballard entered into a plot with Radloff and Kostrauch to defraud the life-insurance companies out of \$55,000. It was arranged that Ballard would swear that the cadaver found in the burned ruins of the Radloff house was William Radloff's body. This he did. He was also to assist Mrs. Radloff, who was to remain at Seattle, in collecting the insurance from the life companies. For his aid he was to receive \$10,000. The police were already on the track of Radloff, and soon had him, as well as the rest of the gang, in custody.

#### A BELGIAN MONSTER.

The case of a Belgian murderer, dating back to 1888, furnishes a remarkable instance of false personation and of subsequent substitution of a body. A man styling himself Hoyos Figue (the latter being the name of his mistress) applied to the Phénix Company, Paris, to insure for 100,000 francs a cousin, Hippolyte Hoyos, a commercial traveller. The company requiring a medical examination, he suggested that as his cousin was rarely in Paris he might be examined at Chartres. This was done, but Hoyos personated his supposed cousin. Shortly after, a dead body was discovered in the wood at Chantilly, and was identified by Hoyos as that of his cousin.

It turned out that Hoyos enticed to Chantilly a workman in his employment, named Louis Baron, a Belgian, and murdered him. Hoyos was arrested on suspicion at Valenciennes, and the body exhumed. The clothes were recognized as having formerly been worn by Hoyos, who is believed, therefore, to have given them to the victim. The body was found on the railway, and a train had gone over one leg. This was apparently arranged, because Baron limped, in order that the malformation of the leg might not be detected. The body of the man murdered at Chantilly was admitted by Hoyos to be that of his workman Baron. Hoyos, however, denied that he murdered him, and he at first pretended that he had never been at Chantilly, but, on a publican identifying him as a customer, he acknowledged having visited the village. Besides the insurance for 100,000 francs, he had added to it in another office 80,000 francs.

Such was the report as first published. It afterward appeared that instead of substituting a murdered body for the living body of his cousin, he changed his plans. He had his own life insured in various offices for 250,000 francs, and as Louis Baron bore a strong personal resemblance to himself, he selected him as a victim, as stated, but with the change in his purpose, the body of Baron was made to pose as his own. He dressed the body with his own clothes, left in the pockets various documents belonging to himself (Hoyos), and a will drawn up by the murderer leaving everything to Louis Baron. The victim was buried as Hoyos, and then Hoyos, under the name of Baron, attempted to collect the insurance money. Fortunately, he did not prove as effective an actor as a murderer, and suspicion having been aroused, Hoyos was arrested, and taken to Chantilly for trial.

The revelations of his previous career that then ensued were startling. Fourteen years before, the desperado insured his wife's life for \$20,000. A few weeks afterward she was killed by a horse's kick, Hoyos said, but it was proved that he had just previously bought a horseshoe and fastened it to the end of a mallet. He was a man of enormous physical strength, and there is little reason to doubt that he killed the woman with the strange weapon. But Hoyos was acquitted in the absence of actual proof.

The following year he killed a Belgian judge, but again escaped punishment owing to imperfect evidence. After a term of imprisonment for forgery he went to France, where for years he led a mysterious life, constantly changing his name. In 1885 he returned to Belgium, was convicted of swindling, and sent to prison for two years. At the expiration of his sentence he returned to Paris with a young woman whom he had persuaded to elope with him. He ill-used and finally deserted the girl, and then he became a land steward, and was dismissed for attempting to strangle the gamekeeper.

#### A HUNGARIAN ASSASSIN.

Somewhat similar to the procedure of Hoyos was that of a cattle dealer named Grunbaum living at Neusohl, in Hungary, who disappeared from view. As he was known to be in fair circumstances and good health, it was naturally apprehended that he had fallen a victim to foul play, and a diligent search was instituted. The result was that in a wood not far from the town a mutilated corpse was found, in the pockets of the clothes of which were letters addressed to Grunbaum, and which was at once recognized by Grunbaum's wife as the body of her husband. Not very long before his disappearance Grunbaum had insured his life to the amount of 10,000 florins in one office and 5,000 florins in another in the city of Pesth. Soon after the funeral, in fact, in quite indecent haste, these sums were claimed by his widow, to whom everything was left by the will of the deceased. Before the policies were paid, however, the suspicions of one of the offices were excited by some chance; inquiries were made, and finally it was discovered that Grunbaum was still alive. He was at once arrested; and it was discovered that he himself murdered a stranger he met in the wood where the body was found, dressed the corpse in his clothes, putting on himself those of the dead man, and placed his letters in the pockets of his victim. His wife was to draw the policies payable on the death of her husband, and the two then intended to emigrate under another name to America.



A DOUBLE IMPERSONATION.

In a recent case reported from New York city, an alleged wife failed to obtain a recommendation from a suspicious examiner of a prominent company. On the principle "if at first you don't succeed, try, try again," the husband undertook to impose another woman on another company, and this time he succeeded. It appears that in the early part of May, 1895, a woman who gave her name as Mrs. Annie Silverman, and said she was the wife of Wolf Silverman, of Broome street, called on Dr. George E. Steel, medical examiner for the New York Life Insurance Company. She wished to take out a policy of insurance and asked the doctor to make the usual medical examination. He did so, and found her to be a strong, healthy woman. She was, in fact, in such excellent physical condition that the most careful insurance company would have readily accepted her as a risk. Dr. Steel, however, notwithstanding the satisfactory medical test she had undergone, was not satisfied with appearances. For one thing, she told the doctor she was of German nationality, when she was obviously Irish, and there were other things that confirmed his unfavorable impressions, and hence he advised rejection.

A few days later Wolf Silverman, accompanied by a woman who, he alleged, was his wife, visited the office of the Empire Life Insurance Company, formerly the Home Benefit, and negotiated for an insurance upon her life. Everything was apparently regular, and on May 13 a policy for \$3,000 upon the life of Mrs. Annie Silverman was issued. On June 29, after a lapse of only forty-six days, Silverman informed the company that his wife had died, and made a claim for the insurance money. That so healthy a woman as the presumed Mrs. Silverman should die so soon after being insured naturally created doubts in the minds of the Empire officials, and in the course of inquiry into the history of the case, they consulted Dr. Steel. Comparisons failed to point to any resemblance between the woman Dr. Steel examined and the one who accompanied Wolf Silverman to the Empire Life office. Thereupon the latter company contested Silverman's claim, and through its attorneys obtained an order for the taking up of the body. On behalf of Silverman an injunction to restrain



digging up the body was secured. The attorneys for the company, however, persisted in their efforts to have the body taken up, and eventually succeeded in having Silverman's injunction set aside. When the exhumation took place, it was discovered that the body which had been buried was not that of either of the women who had previously figured as Wolf Silverman's wife. But while there seemed to be little room for doubt that a deliberate attempt to deceive had been made, there was no ground for suspecting that the woman whose body was exhumed met her death by foul play. The probable view is that Silverman's legitimate wife was attacked by serious illness, and he, knowing that no insurance company would accept her in that condition, had her falsely impersonated by some one else.

#### AN EAST INDIAN TRICK.

In October, 1895, a Brahmin named Rajkisto Chatterji was charged in the Police Court at Calcutta with having defrauded the Oriental Life Assurance Company of Rs. 16,000, and with having committed forgery for that purpose. It appears that about two years ago accused, who gave his name as Sustî Dass Roy, insured his life in the company for the sum mentioned. After premiums had been paid on the policy for twelve months Jogabandu Roy, a well-to-do Bengali, residing in Ballyganj, addressed a letter to the Bengal representatives of the Oriental Life, informing them that Sustî Dass Roy was dead, that deceased had assigned the policy to him, and asked that arrangements should be made for the payment of the amount due. The letter was accompanied by a certificate from a native doctor named Ruttikanta Ghose, who testified to having attended Sustî Dass Roy (giving the address of the house of the supposed deceased) for two months, and to being with him when he died. Jogabandu also sent a certificate of identity of the supposed deceased. Some time afterwards it was discovered that the Sustî Dass Roy who had insured his life, and was supposed to be dead, was still alive, that his real name was Rajkisto Chatterji, and that, in collusion with the other Babu and the native doctor, the fraud had been perpetrated. A warrant was thereupon applied for, and after seven months

the supposed Susti Dass Roy was arrested at Etawah in the North-West Provinces. The prisoner pleaded guilty, and after formal evidence had been recorded he was remanded. Afterwards warrants were obtained for the arrest of Jogabandu Roy and Dr. Ruttikanta Ghose.

#### UNSUCCESSFUL "COUNTERFEIT PRESENTMENT."

In February, 1889, old Mr. O'Brien, a quiet and retired citizen of Mahanoy City, Pa., became so ill that he was not expected to live. His son, who was a Justice of the Peace, and the latter's friend Pat Foley, who was a constable, thought that this was an opportunity which ought to be improved. To obtain insurance they hired a man named Gallagher to personate Mr. O'Brien for the medical examination. Dr. H. A. Klock passed Gallagher under the name of O'Brien as an acceptable risk in the Prudential Mutual Aid Association. Dr. Klock was not deceived by the false personation, inasmuch as he was a party to the intended fraud. Fictitious proofs of loss were submitted to the Association, and the sum of \$1,200 was paid to Squire O'Brien. In the division of the money one of the conspirators was left out. After repeated threats of exposure had failed to bring him any return, he "squealed." His revenge took the shape of a letter to the Prudential. The company hired Captain Dougherty, a Pinkerton detective, to investigate the case. He spent a few days in Mahanoy City, and got to the bottom of the scheme. The result of his work was the arrest of Squire O'Brien, Constable Foley, Dr. Klock and Mr. Gallagher as parties to the fraud. All four were taken before Squire Ketner, who, after a brief hearing, put them under \$1,000 bail each. Gallagher at the hearing was pointed out by the detective as the man who was examined. The affair created a great sensation, as all the parties concerned were prominent in political circles.

## SPECULATIVE INSURANCE.

GAMBLING ON UNINSURABLE INTEREST; THE PENNSYLVANIA  
GRAVEYARD EPIDEMIC; THE BELFAST AND  
BLACKBURN SCANDALS.

Kent, in his "Commentaries," says: "The necessity of an interest in the life insured, in order to support the policy, prevails generally in this country, because wager contracts are almost universally held to be unlawful, either in consequence of some statute provision, or upon principles of the common law."

In the early history of life insurance, this disregard of the question of insurable interest led to gambling of the most pernicious sort. Although the abuses incident to this speculative practice in England, as graphically described by Mr. Francis, have yielded to prohibitive statutes, it appears that in some countries it is not unusual, even at the present day, to effect insurances upon the lives of individuals not connected in any way with the wagering parties. Among illustrative cases may be cited the following curious instance:

## SWEDISH GAMBLING.

In 1855, one Svenson, of Carlsrona, insured the life of an old soldier, named Hoffstedt, of the same place, in the Mentor Company of London for 8,000 rix-dollars, and in the Paternelle Company of Paris for 7,500 francs. In August, 1856, Hoffstedt died, and Svenson claimed the amount insured in the two offices. The Mentor Company paid at once; but the Paternelle thought it advisable to institute an investigation respecting the death. It then turned out that Hoffstedt was a confirmed drunkard, and that Svenson supplied him money to enable him to drink brandy in excess, his object being, it was affirmed, to hasten his death. The old

soldier at last died very suddenly, and the rumor was spread that Svenson had poisoned him by putting arsenic in the brandy. The dead body was examined, and arsenic was found in it. Svenson was consequently arrested and brought to trial before the Criminal Court of the district, on the charge of poisoning. But the charge could not be established. He was acquitted. As, however, he was proved to have had arsenic in his possession—and in Sweden, this is illegal for a private person—he was fined sixteen rix-dollars. On an appeal, the judgment was confirmed. The public prosecutor then petitioned the King to cause the man to be imprisoned in a fortress, on the ground that there was no moral doubt of his guilt. In August, 1857, his Majesty refused this petition; and at length the man was released. Meantime he had become bankrupt. The assignees now instituted proceedings for payment against the Paternelle Company, in Paris. The ground on which they based the action was, that the judgments of the Swedish courts proved clearly that no murder had been perpetrated, and that the company could not prove that Hoffstedt committed suicide, so the insurance remained valid. The company, however, contended, first, that the judgments of the Swedish courts were not binding in France, and consequently that this acquittal of the man amounted to nothing in the eye of the law; next, that as Hoffstedt had undoubtedly died of poison, it was clear either that he had committed suicide, or that he had been poisoned by the man who was to benefit by his death, either of which cases, in France, rendered an insurance invalid. The Civil Tribunal, adopting the arguments of the company, rejected the action.

#### A THEATRICAL MANAGER'S VENTURE.

The English statute of 14 Geo. III., c. 48, prohibited insurance on lives when the person insuring had no interest in the life; and it prohibited the recovery of a greater sum than the amount or value of the interest of the insured in the life. As Angell remarks, "Insurance upon lives, as well as upon other events in which the person insured has no interest, not only inevitably tends to introduce a pernicious sort of gambling and speculation, but it is pregnant with serious mischief."

Notwithstanding the statute referred to, the criminal annals of England furnish a number of cases of this sort of gambling, even to the extent of murder, in order to recover under a fictitious claim of interest.

In this country, as already quoted from Kent, the necessity of an interest in the life insured, to support the policy, generally prevails. Of the various instances of wanton disregard of an insurable interest which have occurred in the United States, one of the most noteworthy cases is that of Robert Fox, proprietor of a variety theatre in Philadelphia.

The history of this case shows that in May, 1872, Mr. Fox made application to the Penn Mutual Life Insurance Company for a policy for \$20,000 on the life of John Clark Lee, which was accepted. The premium was to be paid partly in cash and partly by note. Mr. Fox paid the amount required in cash, \$460.86, but never executed or delivered the note for the balance. On or about May 20—less than a week after date of the policy—the president heard some reports relative to the character and habits of Lee, so entirely at variance with his statements made in the application and in his medical examination, that an investigation was at once ordered, and in a few days it was ascertained that all the reports referred to were entirely trustworthy. The president immediately wrote to Mr. Fox, requesting him to call at the office of the company, which he did. He was informed of the results of the investigation and charged with knowledge of the facts. To this he made no denial. The president then stated to him that the policy would never have been issued had not the truth been concealed and facts misrepresented, and proposed to return him the premium which he had paid and cancel the policy.

He refused to take the money, and declined to surrender the policy.

The president then had prepared and served upon him a formal notice, of which the following is a copy:

PHILADELPHIA, June 8th, 1872.

ROBERT FOX, Esq.

DEAR SIR—Having recently learned some facts in connection with the habits of John Clark Lee, upon whose life a policy of insurance was issued by this company May 15, 1872, No. 13,544, "for twenty



thousand dollars," in your favor and for your benefit, the knowledge of which facts, I have reason to believe, was designedly withheld by the assured from the officers of the company, and which, had they been known to the company, would have prevented the issue of the policy, I deem it to be my duty to notify you at once that the company does not consider itself bound by this policy, and desires to cancel and annul the same. I herewith tender to you the amount of cash paid for the premium, the interest on the credit, and the policy fee, in all amounting to \$460.86, and request a return of the policy for cancellation. In default of your accepting this view of the matter, I hereby give you notice that the company refuses to consider itself responsible for said policy, or for any liability under the same, and will hereafter refuse to accept any future premium for such insurance.

Yours respectfully,

SAMUEL C. HUEY, *President*.

The policy was then ruled off the books of the company, and the premium received (\$460.86) passed to the personal credit of Mr. Fox, where it stood subject to his order. Of this action Mr. Fox was fully advised.

No further steps were taken in the matter, nor was any tender ever made by Mr. Fox of the balance of the premium. Before the next annual premium would have been due, Mr. Lee died, and Mr. Fox demanded the amount of the policy. Payment was refused, and the officers of the company were satisfied that the insured members and the community at large, when acquainted with the facts, would fully justify their course in resisting this claim, based as it was upon a policy obtained originally by fraud and misrepresentation, and formally repudiated by the company in a few days after its issue.

Upon the trial of the cause the plaintiff put in evidence the policy, proved the death of Lee some nine or ten months subsequent to the date of the policy, and attempted to prove an insurable interest simply by his own oath. *He admitted that he had no note, check, receipt, entry in cash-book or check-book, or scratch of pen of any kind to substantiate his statement, and that he had no witness to the existence of the indebtedness except himself.*

The defense set up as their reasons for resisting the claim:

1. A cancellation of the policy, as already detailed.
2. The total want of insurable interest on the part of Robert Fox in the life of Lee.
3. Gross and fraudulent misrepresentation in



the application for the policy and to the medical examiner; and 4. Preparation of Lee for the medical examination by means of Turkish baths, suspended drinking, clean clothing, etc.

They put in evidence the application, in which Lee stated, among other things, that he had *always been sober and temperate*; that he was an advertising agent; that he was in good health, and that he had concealed nothing with which the company ought to be made acquainted; and the certificate of the examiners, to whom Lee had stated that he did not use any spirits, opium, or tobacco, except an occasional cigar.

They then, by witnesses, traced Lee step by step, for the ten or fifteen years previous to his death, in New York, Washington and Philadelphia, and showed that he had been an habitual hard drinker; a man of notoriously dissipated habits; a man whose employments had been those of keeping bar and distributing theatre bills; and that at the date of the insurance he was a door-keeper and distributor of play-bills at the plaintiff's variety theatre. Over forty witnesses testified, in the most positive manner, with reference to his intemperate habits, and the proof was of the most convincing character. Witnesses were then produced to prove by Lee's own declarations that he had been attacked by *mania a potu*; that he was sick and suffering from dissipation; and that prior to effecting the insurance Mr. Fox had, for a short time, kept him from liquor, supplying its place with other stimulants; had sent him to the Turkish baths; had given him clean clothing, and thoroughly prepared him for the medical examination, with the character of which he (Fox) was himself perfectly familiar.

The Court declined to admit this testimony on legal grounds.

Employers, associates, his room-mate, police officers, all united in describing John Clark Lee as a debauched, dissipated man, but one who, by his naturally good constitution and robust build, could stand more liquor than most of those with whom he associated.

The plaintiff attempted to break the force of this evidence by calling *attachés* of his own and other variety theatres and asking them the simple question, "Did you ever see Lee *drunk*?" No other question was hazarded, and Fox himself did not dare to go on the stand and testify as to Lee's habits.

YASSEL NIA

The facts relative to the cancellation of the policy within a few days of its issue, and with the full knowledge of both Fox and Lee, were not disputed.

Medical testimony relative to the condition of the body of Lee after death was submitted by both plaintiff and defendant.

Both sides having addressed the jury, the judge delivered his charge and the case was given to the jury. Few, if any, aside from the plaintiff's immediate friends, imagined a possibility of hesitation in finding for the defendant, and yet the next morning a verdict was rendered for the plaintiff, and the damage assessed at \$20,691.25.

The company at once applied to have the verdict set aside and a new trial granted, and were successful in their application. The case, however, was wisely abandoned by Mr. Fox.

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### THE PENNSYLVANIA GRAVEYARD EPIDEMIC.

The Pennsylvania co-operatives, which for a period of several months in 1880 confined their infamous traffic in human life to portions of Lebanon, Berks, Montgomery, York, and Luzerne counties, were emboldened by a mania for speculation to enlarge the area of their operations until public attention at last became aroused to the facilities and incentives they offered for the commission of crime. To give the public definite ideas of the freedom and latitude allowed to the deviltry which these concerns created and fostered, the Philadelphia newspapers published lists and particulars of cases of speculative insurance, furnished by trustworthy reporters and correspondents. Some of them disclose mere purpose to defraud by gambling on the lives of consumptives, or octogenarians, or tramps, or paupers; others reveal deliberate conspiracy to hasten their claim to maturity by murder.

An instance of the former was that of Mrs. Emma Reinart, in Amity township, Berks County, while staying in her father's house. She had been living with her husband, near Phoenixville, for some time, but when in the last stage of consumption she returned to her father's home, and there died. It was

then learned that her life had been insured to the amount of \$26,000 in various co-operatives, the policies being mostly in favor of one Samuel Shirey, a first cousin of the woman, a person who had no more insurable interest in her life than the man in the moon. She was passed by the examiners, who were either quacks of the lowest grade or despicable scoundrels, and accepted as a sound risk.

Another example was that of Daniel L. Wagner, of Bernville, fifteen miles from Reading. This man, a farmer, 71 years of age, had been debilitated by chronic diarrhoea, for which he had been under treatment for months; and while lying insensible under an apoplectic seizure, a rascally representative of some of the co-operatives tempted his son into consent to the issue of certificates upon the life of the dying man, upon promise of a handsome "divvy." After the latter's death it was discovered that some of the certificates had been altered, hundreds being changed to thousands, until they called for an aggregate of \$15,000.

Mrs. Mary Fry, of Donnelly's Mills, Perry County, Pa., aged sixty-three, died November 10, 1888, of disease of the heart and general dropsy. She had been confined to her bed during the last year of her life, and her suffering was so great as to attract the sympathy of the neighborhood. Within five months of her death, her son, Samuel S. Fry, without her knowledge and consent, obtained certificates of insurance on her life to the amount of \$27,500, in twelve assessment companies. Presentation of the claims led to investigation and subsequent discovery of the fraud. Fry was indicted for perjury in making the affidavits accompanying the proofs of loss. The grand jury ignored the bill, on the assumption that there was not legal perjury in making out the proofs of death, whatever moral perjury there might have been in the transaction. The scoundrelly son, who was thus anxious to gamble upon the lingering remnant of his mother's life as she lay upon her death-bed, was assisted in his villainy by the local physician, the local preacher, and other village magnates. It was a sad story of utter insensibility to the sacredness of family ties, not only on the part of men fitted by nature and training for the penitentiary, but among a class to whom society had a right to look for better example.

An illustration of the darker side of the picture is furnished in the case of Martin Callahan, a poor miner, in the neighborhood of Scranton. He was seventy years of age, lived in great poverty with his family, and nine days after he was insured for \$1,000 he was a corpse. Suspicion led to exhumation of the body, and a post-mortem examination gave evidence of a blow upon the head by a blunt instrument sufficient to cause death, coupled with signs of a fierce struggle.

More brutal and more tragic was the murder of Joseph Raber, a feeble old man who lived among the wood-choppers and the charcoal-burners of the primitive forests of Lebanon County. Half a dozen of his neighbors, ruffianly and semi-civilized wretches, after selecting him as a victim, effected an insurance of \$30,000 through an inn-keeper named Brandt. On completing their arrangements, they decoyed him to a plank over a small and narrow stream not more than twenty inches deep, tripped him over into the water, and then jumped upon him and pressed him down until he was drowned. Their names were Henry Wise, Israel Brandt, Isaiah Hummel, Charles Drews, Frank Stechler, and George Zechman. The crime was discovered, and the assassins were brought to trial and convicted, the testimony for the prosecution being sustained by the confession of Drews and Stechler. All of them were executed except Zechman.

The disclosures of this scandalous roguery showed that in some cases paupers were insured to the amount of \$60,000 or \$80,000; that drunkards were insured for large sums, and then supplied with rum enough to kill them; that dying men and women were passed as good risks by collusive agents and examiners, and the policies were "put upon the market" by desperate gamblers anxious to realize money before the call upon the undertaker; in brief, that the worst forms of wagering in the history of gambling insurance were carried to an extent never before attempted. Whenever the doomed wretches lingered for an inconvenient length of time, they were in danger of assassination by the impatient vampires. As no insurable interest was required, no one's life was safe. The fact that it was possible to perpetrate such frauds with temporary success and impunity is surprising enough; but the other fact, that

under such a system it was not only *not* for the interest of the officers of the companies to ferret out such villainy and crush it, but that it might be made to increase their own emoluments by adding to the expense funds of the companies, was yet more startling. That thousands of members might be made to contribute to the payment of large policies, only a small portion of which went to the family of the deceased, while the lion's share went to unprincipled speculators, showed the rottenness of the system itself. Conversations, like the following, at Pottstown, were frequently reported:

"Do you want to put yourself on your feet?"

"I'd like to, if I only knew how"

"I'll tell you. There's old man Richardson; he'll die soon; he can't last three months, anyhow. Now, if you want a \$2,000 policy on him I'll let you have it. Make up your mind soon, for the old man is as likely to go off in a couple of days as in three months"

And letters like this are still preserved as memorials of this dark period:

"Dear ——

I have just got old Mr. and Mrs. —— insured. He is 74, and she is 73. Will you join me in paying assessments? If you will, write me immediately, and I will get the assessments fixed. The old lady will never go out of doors again"

These transactions were usually traced directly to the agents and solicitors. There is no question as to the blame-worthiness of a large number of this class. The hideous revelations that were made fastened more especially upon them the stigma of playing with this sort of loaded dice. Nevertheless these miscreants were indirectly if not directly assisted and reinforced by the loose practices of the home office, its easy acquiescence and uninquisitiveness, and its stubborn disregard of the interest required to sustain a contract. If the officers and directors were not directly chargeable, so far as known, with consent or connivance in this criminal traffic, they were guilty of a form of thievery which ought to have condemned them to penal servitude. By levying excessive and fraudulent assessments they were enabled to coin money to an extent which, in some cases, is almost incredible. Speaking of the rings which grew rich in this way, a Lebanon newspaper correspondent said:



"Directorship in a company of this character would not be supposed to be much more than an honorary position, but it is, in this neighborhood, at least. The Home Mutual Life Association, one of the companies which has been operated upon by the Reading and Pottstown ringsters, has its head offices in this place. It does not publish a list of its directors, and there are hundreds of its policyholders who know no more concerning the identity of the parties who are to sit in judgment upon their risks when they have 'given up the ghost' than they know about the 'man in the moon.' Such individuals may now learn, for the first time, that one of the directors is Joseph Krause, who a year and a half ago purchased his seat from D. G. Thompson for \$1,500; that another is E. D. Craull, who bought P. F. McCauley's place this past summer for \$2,500 or thereabouts, and that another is Grant Weidman, who put up a similar sum when C. H. Killinger ceased to be a director not many months ago. Not much more than a year before, Killinger had bought his seat for from \$1,200 to \$1,500 from Ezekiel Wright, the present actuary of this corporation. It would be interesting to learn the circumstances which caused this position to double its value within the period specified. But you can't buy a seat in the Union Beneficial Mutual Aid Society, which also has its headquarters here. Reason why: Seats are not for sale. The last transaction of the kind which can be traced in connection with this corporation occurred in 1876, when Ezekiel Wright (before mentioned) vacated his seat in favor of J. B. Hursh for a consideration which, so far as folks can remember after this lapse of time, was between \$3,000 and \$5,000. To-day no director, it is said, would give up his seat for double the latter amount. 'How much is a seat worth, anyhow?' I asked a responsible resident to-day, and the answer came: 'Put it at \$15,000 and you will have it near the mark.' The U. B. M. A. S. is what you would call a 'close' corporation. Few of its directors die and none resign. They elect all the officers—save Actuary, Medical Examiner and Solicitor—from among themselves, and they fill all vacancies caused by death; hence the Board is self-perpetual."

But success sometimes emboldens gamblers to more desperate ventures. The greed of these Pennsylvania raiders turned their attention to the accumulated reserves of the regular life companies. A noteworthy example occurred in Selinsgrove, Snyder county, where the swindlers selected a cautious and conservative company, the Mutual Benefit Life, of Newark, N. J., as presenting a larger field of operation, financially, for their traffic in human life. Two applications were made to the company for policies for \$10,000 each, upon the lives of two residents of Snyder county. The applications were regular,



disclosing no disqualifications, and the blanks were filled out by the agent and medical examiners. The company in due time passed upon the risks, wrote the policies, issued them, and received the premiums on account of them. A short time afterward suspicion was aroused, and the company sent, according to its custom, an inspector to investigate the matter. Imagine his surprise on finding that the persons insured were not only not the sound, healthy risks represented, but each of them of the very worst sort, with one foot already in the grave and the other trembling on its verge. One of the policies was found to be upon the life of a man in the last stages of consumption, and the other upon that of a party suffering from an aggravated type of kidney disease. Both were certain to die speedily, and the arrangements for the division of the \$20,000 of which the company was to be defrauded, were all perfected. The alarming feature of the discovery was that the gamblers were gentlemen of high repute and physicians of good standing in the community. The astonishment and dismay that followed led to extended investigation. Case after case was ferreted out. In some localities it was found that a fierce desire for this form of speculative insurance upon the aged and dying had invaded all orders and conditions of society, until the infection rendered the public dumb to the enormity and the baneful and corrupting influence of a scheme in furtherance of which all classes—merchants, mechanics, farmers, professional men—held wagering policies, and frauds of the most outrageous character were conducted and encouraged as warrantable matter of speculation.

The authorities were strangely tardy in responding to a growing and earnest demand for suppression. More than two hundred of the "death-rattle co-operatives," as they were called, had actively organized for this cold-blooded and disgraceful traffic in human blood before the Insurance Commissioner of the State, the Attorney-General, and the courts commenced the work of extermination. Retributive blows finally drove the ghouls into exile, but with characteristic defiance they resumed their mercenary operations in adjacent States. A chronicler of the period remarked that "the professional confidence operators, bunco men, sawdust swindlers, shovers of

the 'queer,' and the fraternity of adventurers generally, appeared to have discovered that the assessment insurance game paid better than any other at the time, and to have gone, all over the country, into the co-operative business." They were most offensively demonstrative in Maryland, Ohio, and Indiana, and in Fall River and New Bedford, Mass. But sooner or later they were confronted with legislation outlawing them and imposing severe penalties; with interference of the Post-Office authorities with their misuse of the mails; and with checkmating by courts of justice.

After a lengthened disappearance from public view, those who thought that the infamous scheme had disappeared forever were surprised to learn that there was an outbreak of the infection in North Carolina which dated back several years. From the report of the preliminary trial of the tar-heel conspirators at Beaufort, it appears that the prisoners had conducted their graveyard operations successfully, year after year, without intervention of local magistrates or county courts. The defendants in the case were thirteen in number, of whom seven were white men and six were negroes. When the swindlers commenced their fraudulent operations, the conditions for successful adventure were favorable, but, as often happens, success encouraged them to widen the range of development, and thus to spread the net for their eventual capture and arraignment. The companies chiefly interested were such assessment associations as the Mutual Reserve Fund, the National of Hartford, the Massachusetts Benefit, the Fort Wayne, of Indiana, and the Old People's, of Elkhart. It appears that attempts were also made to defraud the Life Insurance Clearing Company, of St. Paul, and, at one time, even the Michigan Mutual Life. The ringleader was a desperado named C. R. Hassell, who acted as an agent for some of the co-operatives named, and in that capacity was enabled to facilitate the devilish work of the gang. When individual cases, one after another, were brought to light, and newspaper accounts of them were published, it looked as if some very respectable people were involved in the infamous transactions. It turns out, however, that they were a low pack, as vile and vulgar as they were villainous, as despicable and debased as they were murderous.

Hassell, who had been a horse trader, was, it was said, "a man of such smooth presence, self-control, aptitude of speech and argument," as to deceive the very elect. What his associates lacked in his intellectual gifts was made up in craft and cunning.

The cases reported were so numerous, so varied in character, and so ingenious in plot and execution that if they were detailed at length they would furnish material for the most interesting chapter in the history of graveyard insurance. It seems incredible that such a multitude of paupers could be insured for large sums, that so many negroes could be passed off as whites, that intelligent invalids and cripples could be insured and used for speculative purposes without knowledge or suspicion, and that the plainest requirements of insurable interest could be so long disregarded and defied.

The discovery of these frauds was made in October, 1894. Col. John W. Hinsdale, a leading attorney of Raleigh, was employed by the companies to conduct the prosecution. He engaged a corps of detectives to unearth the roguery of the gamblers. They, in turn, enlisted on their side the machinery of intimidation and malediction. One of their counsel was editor of a newspaper, and its columns were filled with coarse abuse of Col. Hinsdale. Undeterred by the difficulties and obstacles which were constantly thrown in his pathway, the self-reliant attorney pressed on until success finally crowned his efforts.

In August, 1895, the conspirators were bound over to court after a preliminary examination by a magistrate. At the October term of the Carteret County Court, eleven bills were found against twelve of the conspirators, no one bill including them all. Two of the cases came to trial, but although the evidence was clear and convincing, the jury brought in a verdict of acquittal. Thereupon the Judge, who remarked that he was not responsible for such a miscarriage of justice, removed the other cases to the Trenton court, in Jones County, away from local influences and prejudices, and the Governor of North Carolina called a special term of the court for the trials. These lasted nine days, and all of the defendants were convicted except those who pleaded guilty and those who were not pro-

secuted in order that they might testify for the State. Among those convicted were the defendants who had been acquitted on the charges tried in the Carteret County Court.

Aside from C. R. Hassell, the chief operators were Levi T. Noe, Selden D. Delamar, and J. C. Delamar. They started an insurance agency at Beaufort about eighteen months before the trial, and employed solicitors to look up very old or very sick people upon whose brief tenure the speculators might rely for speedy maturing of their ventures. The cat's paws were taken from the ignorant classes, who were easily duped by the sharpers. Dr. T. B. Delamar, the medical examiner, being a member of the gang, recommended the lame, the halt, and the blind, for acceptance as first-class risks. No matter how hopeless and beyond remedy, all cases were passed as desirable cases for insurance, without the slightest suggestion of disease or injury.

By way of illustration of the character of the testimony for the State that was offered on the witness stand, we copy the following statements of Mr. J. C. Davis, a citizen of Beaufort, and former register of deeds for Carteret County:

"I know Shephard Davis. He was raised on Davis Shore, but lives in Beaufort now, and has lived there since the war. I think he is in the neighborhood of eighty years old. [The application for \$4,000 insurance states that he is fifty-six years old] I am acquainted with Perry Chadwick. He was the son of a negro in our family. I was told that he had been in the penitentiary. The last time I saw him in Beaufort was perhaps a year and a half ago. He was in a very low state of health. His appearance as to health was very thin. He was a beggar. He was very weak—that is the whole of it. I heard him cough. He was a sickly looking object. I thought he had consumption. I know Melissa Guthrie; saw her here Saturday. She is in a very low state of health. I have looked upon her as a sickly girl all her life. I have known Samuel Windsor ever since I was a boy. He is in my best judgment seventy-five or eighty years old. I have known Mrs. Sarah M. Gabriel all her life. I have not seen her in two and a half years. She was at that time suffering with rheumatism. I think she had long been suffering with that trouble. I called to see her and she came in her parlor. I looked upon her then as a woman in bad health. She did not tell me she had rheumatism. She is living yet. I know Maria Hamilton. In my judgment she is in the neighborhood of sixty-five or seventy years. I have known William Rice ever since he has been in Beaufort. In 1894 [time of application for insurance in Massachusetts Benefit Company] he was a drinking man; drank excessively. He

was very dissipated. I do not know of my own knowledge that he used any other stimulant than whisky. He had been a dissipated man for a number of years. He was not able to work. He is a white man. His dissipation ran back four or five years."

The application for insurance stated that Rice had used liquors freely five years before, but not since that time, and that he did not use narcotics. Dr. Delamar stated in his medical examination that he considers the risk in every way a first-class one. The agents stated that he did not use liquors, though he had used them freely some years ago; that he was in every way a proper subject for insurance; and they therefore unqualifiedly recommended the risk. Dennis Jones corroborated the testimony as to the age and condition of the health of Shep. Davis, Perry Chadwick, Samuel Windsor, Maria Hamilton, William Rice, Alfred Piggot, whose lives were insured in amounts varying from \$2,000 to \$6,000.

The cases upon which convictions were obtained were:—

Jacob C. Delamar and Selden D. Delamar, forgery.

Levi T. Noe and William Fisher, forgery.

Selden D. Delamar, forgery.

C. R. Hassell and T. B. Delamar, false pretense.

C. R. Hassell, Albert Wigfall, Silas Blount and David Parker, false pretense.

C. R. Hassell and S. W. Perkins, conspiracy

C. R. Hassell, David Parker, Silas Blount, Albert Wigfall and T. B. Delamar, conspiracy.

W. H. Turner, Stephen B. Turner, Levi T. Noe, Selden D. Delamar and T. B. Delamar, conspiracy.

In pronouncing judgment upon the conspirators Judge Graham said:

"If the evidence in these cases be true, the most stupendous crime ever committed in North Carolina has been unearthed. I suppose there is nobody that had any conception of the degree to which this rascality had gone. I can see how people could be drawn into this nefarious business of procuring or buying these policies upon these dying people, and people who are likely to die, but few could be innocent. In order to procure these policies, forgery, false pretenses and conspiracy were all committed. There has never been, within my knowledge, in the criminal annals of our whole country, a more gigantic conspiracy than this. Here we have the greatest crimes known except rape, murder, arson and burglary. It seems to have been going on for years, and it has drawn in a great many unsuspecting people, and these, in order to make money, either by the commissions or out of the policies, have committed these crimes.



There has been enough forgery proven against Dr T B Delamar to send him to the penitentiary for one hundred and fifty years, if all the cases for forgery were prosecuted against him and the extreme punishment inflicted on him in each case.

"I regret circumstances are such that these men have not all been convicted of crimes for which I could impose punishment adequate to the offenses proven, many cases of forgery and false pretense being proven though not charged. But the crime of conspiracy is a misdemeanor and punishable only by imprisonment in jail and by a fine. The crimes of false pretenses and forgery are both felonies and can be punished by imprisonment in the penitentiary, and though I regret the same punishment cannot be meted out to all the defendants alike in these cases, still when this conspiracy is proven, when false pretenses are proven, when forgery is proven to have been committed, then I must discharge my duty in each one of the cases under the law of North Carolina as I find it laid down in our statute books.

"It has been proven that these men, Levi T. Noe, J. C. Delamar and Selden D. Delamar were agents doing this fraudulent business; that Dr. T. B. Delamar was their medical examiner; that David Parker and William Fisher were their henchmen and went out and got the names of those people who were in the last stages of disease, as Parker said, "would die soon," in order, as one of the witnesses said, "they might make a little quick money."

"In the case of C. R. Hassell, if the evidence is to be believed, he is the arch conspirator of the whole lot. He seems to have been engaged in this business for years, and his success for a time seems to have induced others to go into it. Then Noe took it up and after pursuing it for a year he takes the Delamars in with him. They are all induced by the success with which he has met to engage in this disreputable business.

"Then Bill Fisher comes in and forged the name of Florence Chadwick and others, and David Parker also appears as an agent and one of the conspirators. Their particular conspiracy was to defraud in probably 25 cases by the use of the names of a large number of people who were in the last stages of disease, many of whom were produced before the jury by the State.

"As much as I sympathize with the families of these defendants in the misfortunes that have overtaken them, as much as I regret the disgrace that will have to attach to them the balance of their days, and as hard as it is for me to pronounce sentences in cases of this kind—for this is the hardest part of a Judge's life—I am bound to do my duty. The judgment of the court is that C. R. Hassell be confined in the State penitentiary at hard labor seven years, that Bill Fisher be confined in the penitentiary at hard labor five years; that Selden D. Delamar, T. B. Delamar, J. C. Delamar and Levi T. Noe be confined in the common jail of Craven County for a term of two years, and pay a fine of three hundred dollars each, that being the limit of imprisonment allowed by law."

## THE BELFAST SCANDAL.

In the early part of the year 1888, the London office of the Equitable Life Assurance Society of the United States received intimations of "crookedness" in the conduct of the agency in Belfast, which called for prompt interference and stern correction. Thereupon, the then secretary, now manager of the London branch, Mr. Alexander Munkittrick, proceeded to Belfast, and with the aid of personal friends and acquaintances, succeeded in unmasking a plot to defraud the Equitable out of many thousand pounds. The conspirators were Chestnutte Smythe, the general agent; James Speers Orr, a sub-agent; Dr. James Camac Smythe, medical examiner and brother of Chestnutte; Robert Dunlop, Hugh Knox Matthews, and William Press, respectable citizens of Belfast. Their plan of procedure was modeled on the Pennsylvania graveyard system, with all of its recklessness, and as little pretence of insurable interest. To that system they tacked improvements of their own, which were correspondingly dangerous to society. They were men of excellent standing in social and business life, in religious association and club connection; they were altogether beyond suspicion of the practice of insuring other people without their knowledge or consent; they were well-equipped for a successful campaign of villainy, and they had a large and liberal company on the other side of the Atlantic to deal with, instead of depending on the fluctuations of the hat-passing style of collection. Their plans were so well contrived that if a cat's-paw known as "Black Joe," a negro who had been insured as an Irishman, had not shuffled off his coil prematurely, and paved the way to detection, they would eventually have swindled the Equitable out of a large amount, the policies representing which were recovered. Recovery was easy, because the policies were void. They had been obtained through forged signatures to the proposals, and forged medical certificates. Several respectable citizens had been insured in this way without their knowledge, and the policies were assigned by the conspirators to themselves as beneficiaries. In other cases, selected from the worthless classes, consent was obtained and assignment made for a trifling consideration.

Arrest followed in the first week in May, with a lengthy pre-

liminary hearing in the Recorder's Court before Colonel the Hon. W. F. Forbes, R. M. There was a great deal of discreditable sparring between the counsel for the prosecution and the counsel for the accused. Of the latter, the counsel for Dunlop, Mr. O'Shaughnessy, was conspicuously vicious and vulgar in his abuse of the Equitable and its management. How much of an impression was made on Colonel Forbes by this unwarrantable form of digression was seen when he expressed his readiness to remand the prisoners for trial. The bail for Dunlop, the wealthy grocer and town councillor, was fixed at £12,000, while in the other cases it was comparatively light, and Dr. Smythe was allowed to go on his own recognizance.

To insure fairness and freedom from local partiality and prejudice, the trial was transferred to the Wicklow Assizes, and fixed for the closing days of July. The six prisoners, to quote the language of the indictment of the Grand Jury, "did wickedly, designedly and feloniously combine, conspire, confederate and agree together, by divers false pretences and subtle means and devices, to obtain and acquire to themselves from the Equitable Life Assurance Society of the United States, large sums of money, against the peace and dignity of our lady the Queen." The prosecution of these scoundrels, originally in the hands of the counsel for the Equitable, had been assumed exclusively by the counsel for the Crown, and the Attorney-General was ready to proceed with the case with a large array of witnesses, who had been brought from distant points at considerable expense and great inconvenience. Those who were familiar with the testimony to be offered confidently expected speedy conviction and commensurate punishment.

To the surprise of all, the trial collapsed through discovery of an informality. The counsel for the traversers challenged the array of special jurors under the Crimes Act, on the ground that the panel had not been properly summoned in rotation of the names on the jury book as provided by the Act. It appeared that the Sheriff, in preparing the panel, had summoned 48 special jurors for the trial of civil cases only, and had also summoned a panel of 200 jurors under the Criminal Law Amendment Act for the trial of the prisoners. After a day's skirmishing between opposing counsel, Justice O'Brien

expressed the opinion that the panel had been irregularly and illegally summoned, and upon the request of the Attorney-General he made an order quashing the panel, directing the Sheriff to return a new panel pursuant to the statute, and adjourning the Court to August 16. Thereupon a special juror made a strong appeal to the Justice against the date selected, on the ground that it would be the middle of the harvest season, and enforced absence would cause very great loss. His lordship sympathetically assented, and the date of adjournment was eventually fixed for the 15th of October.

It was a matter for profound regret that after the machinery of the law had been set in motion with such care and precision, it was abruptly stopped by one of those quiddities which, however sufficient and satisfying to the legal mind, provoke impatience on the part of those who cannot reconcile the uncouth forms and the antiquated adjuncts which cling like mould to modern jurisprudence, with verities which are obvious, and with even-handed justice whose demands are unquestionable. In view of the extent of the disclosures of the Belfast crimes, and of the urgent need of making in a short, sharp, and decisive way a memorable example of such transgression, the sacrifice of substance to shadow was all the more vexatious and disappointing when contrasted with the usual promptitude in disposing of British criminal cases.

The trial of the conspirators at the Wicklow Assizes, before Justice O'Brien, commenced on the 20th of October, 1888, and terminated on the 27th. The Justice, who appears to have been of a humorous turn, of which he gave several indications during the proceedings, remarked, while Mr. Munkittrick was under cross-examination: "We have had a very large experience of American insurance in this country, and they have had a very large experience of us." In this little off-hand pleasantry there was probably more length and breadth than his lordship was aware of. Shakespeare was right when he said, "More water glideth by the mill than wots the miller of."

The first two conspirators placed on trial were Robert Dunlop and James Speers Orr. They were indicted on the charge of feloniously altering a certificate of the death of Joseph M. Wilson, otherwise known as Black Joe, by inserting a false entry

representing the duration of Wilson's illness as one month instead of two months. This colored tramp was insured as an Irishman for £2,000 (annual premium £96 16s. 8d.), for Dunlop's benefit, without insurable interest, November 2, 1887. Dr. Smythe, brother of Chestnutte Smythe, and one of the conspirators, pronounced a mere wreck a first-class life. Wilson died December 20, of heart disease and dropsy, a complication of maladies of long standing. Fearing exposure through such a suspiciously sudden death, the conspirators changed the certificate accompanying the proofs of death so as to bring the period of illness within the period of insurance. Orr, who was the instrument of Dunlop in the execution of his rascally designs, was the ready and capable forger.

Dunlop's solicitor, Mr. Walker, tried to make it appear that he was the dupe and tool of Orr, who was engaged in fraudulent transactions against the company of which he was an agent in the morning, and in lecturing on temperance in the evening. It was easily shown, however, that the impecunious Orr, who had a large family, was in debt to the rich grocer, and to that extent in his power, and obliged to serve him, and to facilitate his schemes for further enrichment. If he deceived Dunlop at all, it was in the single statement that "insurable interest is not required by American law." Serjeant Hemphill, for the Crown, said: "The action of both prisoners in the case went to prove their moral depravity, for they both joined in the same crime, and now each one sought to throw the whole responsibility of the violation of the law on the other." He believed it would "require golden scales to weigh the comparative degree of depravity and immorality between the two prisoners."

Orr made a full confession of his guilty transactions through his solicitor, Mr. Young. He pleaded guilty to a charge of misdemeanor only, and not to the more serious charge of felony. Referring to these admissions at the close of a lengthy charge to the jury, Mr. Justice O'Brien said, first addressing himself to Orr, and afterward to Dunlop:

"It is, undoubtedly, a very great offense against the law, and not merely an offense against the law, but an offense committed by you in pursuance of and in aid of a vast conspiracy of fraud, and it is



further a violation of the duty that you owed to your own employers, as well as a duty you owed to the law of the country. I still recognize in your station and in your position as an humble man that you were to some extent dependent for pecuniary aid upon Robert Dunlop, and I recognize some ground of distinction between the cases of each of you. And you, Robert Dunlop, if you were cast down from a high station, from the reputation of an honest man of great wealth—I am told even colossal wealth—it was by your own act in violating the law. There was no other conclusion for the jury to come to than that you were guilty, and you were in the higher station and of greater wealth, and I believe you to be the more guilty. Your sentence is nine months' imprisonment with hard labor, and you, Speers Orr, are sentenced to six months' imprisonment with hard labor."

The extreme lightness of these sentences was in broad contrast with the measure of expectation. Those who were more or less familiar with the testimony to be given, and the confessions to be made, expected a term of at least fifteen years imprisonment as the appropriate penalty. The judge himself, in speaking of the uttering of the false statement in the certificate, in the course of his extended review of the evidence before the jury, said: "It is hardly necessary to state to you that the person who does any criminal or other act by the hand of another does it himself, and it makes no kind of difference in the legal contemplation whether the person who altered the certificate was Orr or Dunlop, if Dunlop was a party to it. The offense charged is one of great gravity, for though you might consider that the alteration of a document might be trifling, still you must have regard to the circumstance that the Legislature, in enacting the law, determined that under certain circumstances the person convicted of violation might be sentenced to penal servitude for life."

In an editorial comment upon the sentence, a leading insurance journal of England, the *Review*, said:

"When the tones of his lordship's voice died away, a look of astonishment, bordering on incredulity, crept into every face, and none appeared more surprised than the jury themselves. The lightness of the sentences became the subject of general remark. Certainly they were altogether different from what was expected. It is difficult to say what view Mr. Justice O'Brien took of the affair. Probably he thought, for men occupying the positions which the prisoners

held, nine months and six months respectively of picking oakum, the plank bed and all the other accessories of hard labor in a county jail, besides the disgrace of the thing, he was making the punishment fit the crime in every respect. Be that as it may, public opinion is altogether at variance with his lordship's decision."

The *Dublin Daily Express*, which echoed the general feeling, said: "We believe that the public, who have read the accounts of the frauds, and reflected upon the circumstances and the position of the prisoners, will be disposed to think that justice has been very inadequately vindicated by sentences which fall so far short of what the law affords for such criminality." Other Irish and English journals showed a consensus of opinion as to an inadequacy of punishment totally irreconcilable with the facts and the demands of justice.

An effort was made by Dunlop's counsel, Mr. O'Shaughnessy, to entrap a witness into severe reflection upon the management of the Equitable Life, and to convert into the appearance of settled conviction a hastily formed conclusion as to the home management, which was corrected upon proper representation of the facts. The judge promptly and vigorously rebuked the offender. Said he: "I cannot allow the company to be attacked. The prosecution is being conducted by the Attorney-General for the Crown, and not for the insurance company." It was not the Equitable that was on trial; it was its assailants, its worst enemies, a gang of thieves who, if they had been undetected in their audacious rascality, would have plundered its treasury of a large amount of money.

On the 24th, the case of Hugh Knox Matthews and William Press, in which Chestnutte Smythe was implicated, was called up. At the time first set for the trial, nearly three months before, it was known to a few persons that Smythe was ready to turn informer, and, to save his own neck, reveal the story of the drama in which he enacted the part of the big villain. On the present occasion it was generally understood that he would be accepted as Queen's evidence. After a lengthy and detailed recital of the tricks and devices to which he and the gang combined with him resorted, in order, as the indictment said, "to obtain from the Equitable Life Assurance Society of the United States large sums of money, the property of the

said Society," the following colloquy occurred on cross-examination:

Q. Were you secretary of a religious association?

A. I was connected with various religious associations.

Q. And I suppose you are trained in these societies in religion, virtue, and morality?

A. I suppose so.

Q. Were you secretary of a religious society?

A. Now don't be smiling; there is nothing to smile about. I was secretary of the Congregational Association, etc.

The informer is always an object of distrust and disgust, and Smythe's case was no exception. Matthews and Press were condemned to nine months' imprisonment with hard labor. While they, with Dunlop, Orr, and Dr. Smythe, were breaking stone in the prison yard at Belfast, Chestnutte Smythe, the biggest rascal of the gang, secured his liberty by turning Queen's evidence and escaping to America.

People in general, and the press in particular, look at passing events through lenses of differing refractive power. Here is the Dublin *Freeman's Journal*, for instance, which looked through political spectacles at Smythe's irregularities. It said:

"The next sensational pamphlet may well be one bearing the title, 'Unionists and Crime.' Mr. Chestnutte Smythe, the gentleman from Belfast who confessed on Tuesday in the witness-box at Wicklow as an informer against his confederates, that he had committed forgery upon forgery, that he had reduced forgery to a system, that he had forged Mr. Finlay M'Cance's name and Mr. Matier's name, and that in fact he did not know how many forgeries he had been guilty of, and all for purposes of fraud—was the appointed secretary of the Liberal Unionist Association, under whose auspices the Marquis of Hartington, Mr. Chamberlain, and other lights of the Unionist Party have been invited, received, entertained, and feted in 'loyal' Belfast. In fact, Mr. Chestnutte Smythe was the Liberal Unionists' right-hand man."

On the other hand, the Belfast *Evening Telegraph* dealt with the wretched business from the view point of the moralist. Remembering Chestnutte Smythe's prominence in the work of the Young Men's Christian Association, and his high standing in the Church and the Sunday School, it thus pronounced judgment:

"The disclosures he made, as far as he himself is concerned—and we deal only with those—are sorrowful in the extreme. He confessed to wholesale forgery. He had been a Christian professor. His evidence merely shows how mere profession is to be distrusted, and how solid worth should be sought rather than the mere tinsel of hypocrisy. We speak of this unfortunate gentleman more in sorrow than in anger. He was beset by many temptations. Suddenly thrown from a sphere in which he had the protection of Christian friends, into the maelstrom of the world, of whose treacherous waters he knew nothing, he fell an easy prey. His confessions are as painful as they could well nigh be, and it is to be hoped that he is an exception to those who have received so excellent a training and yet are failing in the moral sense which judges between right and wrong."

Among the citizens of Belfast who were insured by the rascals on a forged proposal, and forged medical certificate, without consent or knowledge, was Mr. Finlay McCance, manager of the Ulster Spinning Company. Mr. McCance was one of the numerous witnesses on the stand, and he testified that he knew Matthews slightly, but did not know Press, that neither had any insurable interest in his life, and that he had no knowledge of a policy for £5,000 taken out on his life until these proceedings commenced. When his testimony closed he turned to the Justice and said: "I would like to learn from your lordship on what ground Mr. Henderson holds on to a policy on my life which was obtained by fraud, and which gives him an interest in my death." This gave his Honor an opportunity for one of his jocosities. He replied: "Mr. McCance, when you have joined the majority, which I hope will not be for a distant time from the present, I will then be in position to answer your question, and you will then be able to understand all about it."

The judge's charge to the jury in the case of Matthews and Press was lengthy—about three hours—but, as Horace Greeley would have said, "it is mighty interesting reading." It was enlivened by flashes of characteristic jocularity. For instance, in speaking of the great activity in the life insurance work, he said, "The flush of the insurance business in the year 1887 in the town of Belfast, almost bore some analogy to the spreading of scarlatina." And a little further on he said, "These transatlantic [American] companies appeared to regard Ireland

as a kind of Golconda mine, and they seemed sometimes to go out to gather wool and come back shorn."

In reviewing the cases selected by the gamblers for speedy realization on their investment, such as that of Coulson, suffering from attacks of delirium tremens as the result of excessive drinking, together with ulcerated legs, or that of Jackson, with threatening consumption and other maladies, the judge vigorously denounced the offense with which the prisoners were charged. He characterized the act, on the part of one or more individuals, of presenting a bad life to an insurance company, as flagrantly dishonest and criminal. He had his own opinion, and doubtless the jury had theirs, as to the conduct and the moral condition of the men who could coolly watch a life on which they were speculating, rapidly descending by vice, like Coulson, into a dishonorable grave.

On this last point, Serjeant Hemphill, counsel for the Crown, had said in his address to the jury:

"A great deal has been said about insurable interest. What did the jury suppose Matthews or Press embarked in this traffic in insurance for? Why did they not stick to their ordinary legitimate business pursuits? Could they believe that these men were so innocent as not to know they had no right to gamble in human life? An act of Parliament was passed over a hundred years ago in England to put a stop to the terrible results ensuing from this form of gambling, and the law was subsequently extended to this country [Ireland] It was a horrible reflection, no matter in what light the transactions in Belfast appeared, it was a horrible idea to be sitting at the same table with a man on whose life they had an insurance in their pockets, watching with interest every bit he ate and every sup he drank, to see how far it might shorten the term of his existence."

The last case to be disposed of was that of the medical examiner, Dr. James Camac Smythe. The evidence of his active participation in the conspiracy was brief but conclusive. In the course of a comprehensive summary, Justice O'Brien, turning to the prisoner, used the following forcible language:

"If you had not been guilty of this offense, no other person could have been found guilty. The crime could not have been committed without your concurrence. You were placed in a position of great trust by the insurance company; you were expected to perform your duty, to represent truth and right. You betrayed your trust, and you are morally responsible for the fact that four persons are now



imprisoned under the degradation and punishment of a sentence, which, if you had done your duty, would have been averted."

Dr. Smythe was sentenced to six months' imprisonment, a small matter in itself compared with his professional and social ruin.

The following extract from the *Dublin Daily Express* will serve as a specimen of the newspaper comments of the time (October, 1888):

"After a trial which occupied the court for four days, the prisoners, Matthews and Press, who were indicted for conspiracy to defraud the Equitable Insurance Company, were found guilty and sentenced to — penal servitude, it may be thought, or at least two years' imprisonment. No, but to nine months' imprisonment with hard labor! We venture to say that the punishment will excite as much astonishment from its lightness as did the frauds themselves by their enormity. Many and inscrutable are the mysteries of the law, but its proverbial uncertainty is surpassed in this sentence. The frauds which have been revealed in this case were not absolutely novel in their main features, but their magnitude and turpitude were greater than any which have been brought to light within living memory in Ireland; and, having regard to the position of the swindlers who were engaged in them, and the circumstances under which they were committed, we think it would be hard to find a parallel for them. It was not the case of a set of desperate adventurers who had to live by their wits, and were under the pressure of want without any regular employment or means of earning an honest living. The prisoners who were convicted on Saturday occupied respectable positions as traders in Belfast, and one of them is possessed of considerable property . . . Smythe and Orr, as well as Matthews and Press, set to work to obtain every bad life which could be found in the city, in order to insure them. A wretched oyster-man was insured for £2,000. A clerk of the markets who was dismissed for intemperate habits and neglect of duty was insured for £5,000, and Matthews hoped to bring the insurance up to £20,000. A respectable merchant of the city happened to take ill and had to go abroad. This was a chance for the swindlers, and accordingly an application and medical certificate were forged and a policy for £5,000 obtained in his name, but when he returned in good health the enterprising Matthews broke off the bargain. It would not do to insure such a life, and the policy was transferred to another. Some of the insured persons died in a short time, but the frauds having been discovered, no claim was made by the holders of the policies, and, on the contrary, policies to the amount of £16,000, on which over £500 had been paid as premiums, were surrendered without any compensation. So widely ramified

and heinous a system of fraud has not been discovered for many years. The public were shocked at the revelations, and expected that after an imposing trial at the special assizes, which seemed to indicate that the Crown attached great importance to the vindication of the law in such a case, such a punishment would be inflicted upon them as would deter others from committing a similar crime. But oh! most lame and impotent conclusion; a sentence of nine months' imprisonment will, it is to be feared, rather encourage other adventurers to speculate in the same way."

The tendency to make political capital out of such a miscarriage of justice was nowhere more notable than in that Home Rule journal, the *Dublin Star*, the paper of a very lively member of Parliament, Mr. T. P. O'Connor. In connection with the case the following breezy editorial is worth preserving:—

"It sometimes seems a pity that there is no method of overhauling the conduct of judges. Enthroned in a position almost of omnipotence, these gentlemen are able often to overthrow the law they were intended to administer, and as in the recent outburst of Mr. Justice Grantham, to violate all the decencies of life and all the conventions of fair play. The House of Commons remains as the great court of appeal for all the nation; though whenever an inconvenient inquiry is raised, the minister is always ready to get up and declare the incompetence of the House to discuss the decisions of courts. Nevertheless we sincerely hope that attention will be called to the scandalous conduct of Mr. Justice O'Brien in reference to what are known as the great insurance frauds.

This whole story is one of the most startling in all criminal history. A number of men in Belfast conspired to rob the Equitable Life Assurance Society of New York. The plan was to hunt up some poor devil who was drinking himself quickly to death, or who was already in the last stage of disease, to forge an application without his knowledge for an insurance, then to forge the certificate of the doctor; and when the tippler or the consumptive came to his early end, to pocket the policy. The conspiracy was gigantic and widespread in its operations. Not satisfied with Belfast, it went through the whole county of Antrim, until the policies taken out reached the enormous figure of £40,000. At last, through some accident, a clue was given; it was followed up and this tremendous network of fraud was unravelled. The discovery of the kind of persons involved was as astounding as the gigantic nature of the operation; for at the head and front of this vile plot were men of great wealth, of conspicuous piety, and, without exception, they were pillars of the loyalist party. Mr. Chestnutte Smythe, who was the leading figure in the conspiracy, was secretary of the Reception Committee that wel-

comed Mr. Chamberlain; and doubtless was in the mind of that renegade when he was pointing to the contrast between the poverty and dishonesty of the Southern Nationalist and the sturdy honesty and stable prosperity of the Northern Loyalist. The name of Mr. James Henderson, the proprietor of the Belfast News Letter—the chief organ in Ulster of the Orange party—has been mentioned in a way and with a frequency that suggests that either he ought to be in the dock or somebody else ought to be the defendant in an action for libel. Mr. Dunlop, another of the foremost conspirators, is reported to be a man worth £80,000; and several others of the swindlers are also men of large means. The guilt was brought clearly home, for Mr. Chestnutte Smyth—the companion and patron of Mr. Chamberlain—was admitted as informer, and revealed the whole story. And now comes the most scandalous feature of the whole business. If there were ever a pack of ruffians that deserve to be sent to a prolonged period of penal servitude, they were the men engaged in this conspiracy. They had not the temptation of poverty; they acted from pure, unadulterated, wicked greediness. Some years ago a few Americans—men of desperate fortunes and clamant needs—entered into a conspiracy to rob the Bank of England. They were all sentenced to penal servitude either for 20 years or for life, and only one—so far as we know—has ever been released: and he was a broken man. If these men, being Irishmen, had also been Nationalists, they would have fared as ill. The same judge who tried them sent a few years ago an unfortunate young bank clerk, who stole under the influence of bad, dissolute companions, to seven years' penal servitude. What think you was the sentence of Dunlop—the scoundrel with £80,000, who grasped at more and robbed and forged to obtain it? Just nine months! One of the other conspirators got off with six months; and Mr. Chestnutte Smyth, the friend of Mr. Chamberlain—having played the Judas part one would expect from his alliances—escaped scot free. This scandalous result has proved too much even for the *Daily Express*, whose friends and supporters were implicated. The frauds it rightly declares "of a magnitude and a turpitude greater than any which has been brought to light within living memory in Ireland"; and it adds that "a sentence of nine months' imprisonment will, it is to be feared, rather encourage other adventurers to speculate in the same way." To make this part of the story complete, we should add that Mr. Justice O'Brien, whom all the journalism of Ireland—with the exception of the Belfast News Letter, Mr. Henderson's paper—have united in denouncing, is an intimate friend of Mr. Wilson, the chief calumniator of the Times, and is credited in Ireland with some share in the production of the articles which, being under judicial investigation, we cannot now adequately describe.

Two or three things finally must be said as to this case. We have

no desire whatever to make all Belfast responsible for the villainies which have at last been exposed, although the judge did make the significant remark that all Belfast seemed to be more or less concerned in the fraud. But it is permissible to observe that if a wholesale fraud had been exposed in which Nationalists were the guilty parties, as extensive as that which has just been revealed in Belfast, it would have been utilized on every Unionist platform in England as a final and convincing argument against Home Rule. In the absence of any such *bonne bouche*, the loyal inhabitants of Belfast are still represented as too loyal, too honest, too virtuous, too law-abiding to be put under the foot of a dishonest, immoral, disloyal Parnellite Parliament in Dublin. Have we not in the face of such disclosures heard enough of those eulogies of the north of Ireland at the expense of the rest of the country? And finally, one of the great arguments on which the Unionists support Coercion, is the impossibility of getting verdicts even when the guilt of the accused is palpable. We defy any Unionist to point to a single case in which a Nationalist jury has refused to convict a swindler such as any one of those concerned in the great Equitable fraud. But so much were the Crown afraid of the loyal, and the law-abiding, and the moral, and the honest, and the virtuous, and the Unionist jurors of Belfast, that they transferred this case to the Wicklow Assizes—assizes held in another county and in another province. The less we hear of loyalist Belfast in the future the better."

#### THE BLACKBURN GAMBLERS.

Nearly three years after the nefarious transactions in Belfast, a concerted purpose to revive them on a larger scale, and with even greater audacity, was discovered in Blackburn, a Lancashire town. Mr. Bain, the editor of the Belfast *Insurance and Financial Gazette*, who was one of the prime movers in unearthing the memorable conspiracy in his own city, was largely instrumental in exposing the Blackburn copyists. He published a list of cases (September, 1890), the record of which came into his possession, and his comments upon them, some of which we subjoin, are amusing.

In the proposal forms one of the lives referred to was described as a coal dealer, and very naturally the companies with whom the assurances were effected assumed that a man carrying £1,900 of assurance was in a good way of business. The description was literally true, but who would have dreamed that the coal dealer insured for £1,900 was a hawker of odd bags of coal, and to all intents and purposes a pauper?

The gentleman insured for £4,000 was described as an undertaker and coach proprietor, his only claim to such designations arising from the circumstance that he was employed in an undertaker's yard in the capacity of a cab washer and a stable assistant.

The magnate of Blackburn, upon whose life the assurance companies were interested to the extent of £9,000, was introduced to their notice as a poultry salesman, but how this occupation was selected, unless simply at random, it is impossible to say, unless that in his actual vocation of a loiterer about the market he was of service in watching that the poultry did not escape. He was aware of the fact that death would materially increase his commercial value, but so long as his income of odd shillings was enhanced by fees for signing insurance papers "he did not care how long the thing went on."

To put it plainly, the man carrying £3,880 of insurance is a pauper, but the fact that he hawked "churchwardens" in a basket, when he could raise sufficient coppers to purchase a stock, suggested the idea that his proposal would be acceptable when he assumed the role of a pipe manufacturer. When trade is depressed, or his funds are at a low ebb, this life, insured for thousands, takes refuge in the workhouse, but his extreme poverty and misery, instead of exciting sympathy and compassion, created a desire to coin money on his deathbed.

Next in order comes a builder and contractor, who, as his own worst enemy, presented admirable features for speculative insurance, which were rather enhanced in value than otherwise by the secret knowledge of the Blackburn gamblers—and which for obvious reasons was concealed from the companies—that the unfortunate man was in reality a steeplejack. No doubt it was aggravating to the gentleman who owned the policies that, when in a suitable condition of mind and body for transforming the policies into cash orders, the builder and contractor was not permitted to ascend and sweep chimney stacks, although to persons of a different constitution it would be a comfort to know that as a consequence blood did not lie at their threshold.

A laborer and a working tailor are two other subjects from whose deaths handsome profits might have been realized. It is



scarcely necessary to say that all these unfortunate creatures are the victims of intemperate habits, but it is dreadful to have to add that there is good reason to believe that every facility was being afforded to some of them, by the owners of the policies, for indulging in their craving for drink. Insuring men's lives with the knowledge that they were drunkards, and subsequently supplying them with drink, is an outrage which could only reflect credit upon the ingenuity and rapacity of a heathen community.

#### A DONATION PARTY, AND WHAT CAME OF IT.

The rector of an Episcopal church in a thriving town in the West had a donation party early in the month of January, 1866, and divers good gifts fell to his portion upon that occasion. The wishes for a happy new year were not conventional or empty-sounding, but were pronounced with an emphasis full of substantial meaning. With the replenishment of his scanty purse, the good rector's heart was full of love toward all his parishioners. More than that, parish boundaries did not limit the overflow of his benevolent feelings, and thus he bethought himself of Brother Farrand, a resident Presbyterian clergyman, who, poor fellow, had sustained a severe accidental injury to his hip and spine the November previous, and who was now barely able to limp around upon crutches. To think was to act, with our worthy rector, and he immediately sought out Dr. ———, who was present at the party, and consulted him as to the probabilities and possibilities of Brother F.'s recovery. The doctor was prepared to say at once that, in his opinion, Brother F. had sustained such injuries as would cause his death ultimately; possibly he might live for many months, or long enough to die from other causes, but in any event he was at all times liable to accidental aggravation of his injuries, such as surely would carry him off.

The rector had been revolving in his mind a course that seemed to be advantageous, and his reflections assumed still greater importance upon learning the doctor's prognostications. It had occurred to him that Brother Farrand should be insured, and that without further delay; and he concluded to pay the required premium out of the proceeds of his donation party.

The doctor suggested that Brother Farrand was scarcely in condition to undergo a favorable medical examination for a life policy of insurance. The rector replied that he understood that perfectly well; an ordinary life policy, of course, was out of the question, but would not an accident policy answer the purpose? Had not Brother Farrand met with an accident—a serious, and ultimately fatal accident? Was it not for such as he that an accident insurance policy would be of special value? He would ask Mr. M., who was present at the party, and whom they both well knew as a worthy and wealthy member of the rector's flock. He knew that M. held the agency of an accident insurance company, and furthermore he had seen it advertised in his paper that for such insurance there was "no medical examination required." Surely, if ever there was a case in which no medical examination was required or even compatible with insurance, it must be that of Brother Farrand.

Notwithstanding the cheer and chatter, the interruptions and the gayeties of the occasion, the rector, the doctor, and the agent were soon in conference, and engaged in the consideration of the proposition suggested by the rector. It was speedily determined that an insurance policy might issue properly against *subsequent injury*, and it was then and there decided that such a policy should be written. The rector was a man of prompt action, and he at once announced his willingness and his determination to pay the premium, and directed agent M. to write a policy in the principal sum of \$5,000 for the benefit of Brother F.'s wife. The agent was more dilatory in his action, however, and it was not until after poor, unfortunate Brother Farrand had sustained a second fall and injury that the policy was finally written and delivered, though dated back to February 1st. The later accident and injury occurred February 19th, several weeks subsequent to the donation party.

As was fully expected at the time of writing the policy, death soon terminated the sufferings of Brother F., and the policy became a claim for \$5,000. Affirmative proofs of death, in support of the claim, were duly prepared and forwarded to the Travelers Insurance Company, wherein it was fully set forth how and whereby the injury of February 19th was the proximate and sole cause of death.

This little scheme occurred during the early history of accident insurance in this country, and as the parties presenting the claim were of that high-toned respectability which ought to carry unchallenged honesty along with it, the company saw no reason to question its validity. The sum insured was promptly paid by the company by means of a check for \$5,000 to the order of Mrs. Farrand, the beneficiary named in the policy, which was forwarded through the hands of agent M., who was instructed to deliver the check and obtain the usual discharge of the policy and claim. Then commenced a little game, an inkling of which coming to the knowledge of the company several months afterward, an investigation was set on foot which soon unearthed the whole matter.

It appeared that although agent M. did not concoct the scheme, he was well aware that he was a party to the fraud from the first; and as he intended and tried to swindle Mrs. Farrand, the widow, out of a part of the insurance money after he got possession of it, his motive was apparent. Of the proceeds of the \$5,000 check which Mrs. F. intrusted him to collect for her, she received:

In cash .....	\$ 90
Notes and Mortgages.....	2,000
do. do. (of doubtful value).....	2,000
County bond .....	200
<hr/>	
Total.....	\$4,290

Agent M. soon found himself in unpleasant business relations with his company, together with a criminal prosecution staring him in the face. No escape was open to him save through full, complete restitution to the company he had defrauded, and this he was able to make, and did make. The entire sum was refunded by him to the company, together with a sufficient amount in addition thereto to defray all costs, expenditures, and outlays of every description which the company had incurred in consequence of this conspiracy to defraud its treasury. Moreover, he could not go into a court of law or equity against the widow, and exhibit clean hands, therefore he could not recover any portion of the sum he had paid her, and he did not attempt it. He professed sincere penitence, and promised thereafter to lead a life of honesty.

## MYSTERIOUS DISAPPEARANCES.

INFERENCES AND PRESUMPTIONS OF DEATH; UNIVERSAL  
PREFERENCE FOR THE DROWNING TRICK.

Under the comprehensive term, "mysterious disappearance," may be classed a majority of the frauds upon life-insurance companies. Adventurers who hesitate at the commission of capital crimes are quite willing to leave behind them, through the dramatic effect of dissolving views, reasonable conclusions or presumptions of their death.

There is a remarkable monotony in the recurrence of these disappearances, the favorite method in most cases being by immersion and pretended drowning in some convenient stream of water. It is a trick which is usually planned with a good deal of art and executed with a good deal of skill; yet there is almost always an ear-mark or trail which, however insignificant to an untutored eye, is sure to lead to eventual capture. The case of a Massachusetts merchant, as related by W. G. Davies, Esq., in an address before the New York Medico-Legal Society, may be taken as the type of a large class. He had embarrassed his affairs by a long-continued series of forgeries, had become somewhat apprehensive of the result to himself, and endeavored to solve his difficulties by a mysterious disappearance from a Fall River boat. He was known to have left New York on it, but was not seen the next morning, and on examination his outer clothing was found in his state-room, but no trace of himself. His life was heavily insured, he was known to be financially embarrassed, and the first supposition naturally was that he had committed suicide. Unfortunately for the success of his well-laid plans, the victims of his crimes were sufficiently skeptical of his death to secure a large detective force to trace him, and their efforts resulted in his arrest at San Francisco as he was about to embark for Australia.

His plan of operation had been very simple—he merely left the suit of clothes he had worn in his state-room, taking another from his valise, shaved his beard and whiskers, and stepped forth so altered that no casual observer the next morning recognized him as the man he had seen the night before.

Mr. Davies also gives the following particulars of an attempt to defraud three insurance companies by two men named Shepherd, who, in the construction of their plot, exhibited more care and greater attention to details.

#### A POTOMAC RIVER CASE.

About the middle of July, 1873, one George Shepherd called at the house of a farmer in Maryland, living near the Potomac River, nearly opposite Alexandria, and asked and obtained permission to spend the night. One of the family was a boy of about sixteen years of age, apparently a simple, well-meaning creature, not overburdened with brains, who seemed to Shepherd a fitting tool for the scheme he had in mind. In the course of the evening's conversation he suggested to the farmer, who spoke of his desire for additional help in harvesting, that he had a brother living with him in Alexandria who would be glad to accept a short engagement. The proposal was accepted and James Shepherd entered into the farmer's employ, his brother visiting him almost daily and thus continuing his own acquaintance with the family. After a week of these preliminaries, James, who had by this time become quite well acquainted with the boy already mentioned, proposed to him one evening to go out on the river for a fishing excursion with his brother George, and the two together went to the water, where they found George in a boat. This latter had some peculiarities of construction which are entitled to especial mention. It was an ordinary working-boat about twelve feet in length, having two seats in the centre, but none in the bow or stern. On the latter was fastened a platform which projected out over the water some ten or twelve inches, and almost as much on each side, and a rope ran along the outside of the boat from the bow to the stern, and dragged some additional length in the water. The weather was warm, but George wore a rubber coat over his other clothing. In this boat thus prepared the party started about dusk,



James and the boy each pulling an oar and George sitting in the stern. They stopped twice and anchored to fish, and having consumed the time until it was quite dark, the night being cloudy, the Shepherds proposed to pull up the anchor and go ashore. They were then on the flats between the channel and the shore, the moon was obscured by thick clouds, and the only light visible proceeded from a light-house on the Virginia shore opposite to them. On the return trip the position of the parties was somewhat altered: George sat in the bow of the boat, the boy in the centre, pulling both oars, so that his back was towards him and his attention fully occupied, and James on the other seat. Suddenly, as the boat was proceeding quietly without any jar or shock, a splash was heard, James cried out that his brother had fallen overboard, and the boy turning his head, saw him for one brief instant near the boat on the surface of the water, beneath which he immediately sank. The two rowed about for some time, and poked with their oars on the bottom of the river, but of course did not find what one of them, at least, knew very well was not there. After fifteen minutes spent in this useless employment they proceeded to the shore, when the boy was at once sent to a distance to inform a neighbor of the accident, thus giving George an opportunity of coming out from under the stern of the boat, where he had supported himself by the rope, and betaking himself to a place of security. The neighbors were told the story, and urged to search for the body; but the rogues were inferior to their English prototypes in neglecting to procure a corpse to personate the absent one, and no body was ever found. James remained in the farmer's employ for a few days longer, until he had recovered from his grief sufficiently to enable him to take the boy before a notary public in Alexandria, and have him swear to an affidavit detailing the circumstances of the death of George, as he understood them, and then he too disappeared from view for a while.

About this time the police of Alexandria became very much exercised about the mysterious movements of some men who appeared to be living in a swamp near the town, and as it was feared that they were plotting burglaries at least, it was decided to effect their capture. A sudden and unexpected move-

ment resulted in the discovery of the Shepherds' boat, containing two men, one of whom escaped at the first alarm, but the other, who proved to be James Shepherd, was taken prisoner. He was found to be heavily armed, and to have on his person three policies of insurance which had been issued by as many companies upon the life of his brother George, and the affidavits of the latter's death made by the boy and himself. In his first fright and alarm he confessed the whole fraud, but subsequently decided to contradict his statements and to plead not guilty to the indictment which was found against him for perjury in swearing to his brother's death; the event proved his wisdom, for the jury before whom he was tried were unable to make up what they were pleased to call their minds, although several witnesses deposed to having seen George Shepherd since the time of his alleged death, and their disagreement was a virtual discharge of the prisoner. He was so emboldened by this success, that he had an administrator of his brother's estate appointed in Richmond and commenced a suit on the policies in his name. It is needless to add that it was not one which gave the companies interested much anxiety, familiar as they are with the extraordinary vagaries of petit juries.

#### THE CURIOUS CASE OF SARGENT—ALLEN.

For boldness of conception, for ingenuity in execution, and for unblushing perjury in its support, this conspiracy to defraud is one of the most remarkable of its kind. The facts are not numerous, but are full of interest, and they may be related, briefly, as follows:

On the 16th of November, 1865, a man calling himself John H. Sargent applied to the agent of the Travelers Insurance Company of Hartford, in Beloit, Wisconsin, for three months' insurance against death by accident, and obtained a policy in the sum of \$3,000. This man came from Rockford, Illinois, the day before, in company with a woman named Mrs. Achsah E. Follett, a widow, who lived near Pecatonica, Illinois. He registered their names at the Bushnell House, Beloit, on the 15th day of November, and they were assigned to separate rooms. They were married the next morning by Rev. S. H. Stocking of Beloit, in presence of Mrs. Stocking, Miss Stock-

ing, and Mrs. Purcell, all residents of Beloit. Sargent applied for his insurance policy about nine o'clock A. M., after his marriage, stating that he was in a great hurry to take the ten o'clock train. The policy was written and delivered to him, and was made payable, in case of loss, to his wife, Achsah E. Sargent. Both parties to the marriage were strangers in Beloit.

The newly-wedded couple immediately left the place, and we hear nothing further concerning them until on the morning of December 15th, when the people of the village of Pecatonica were notified by Henry J. Allen and his brother-in-law Samuel A. Corwin of that place, and Emanuel Hill of Rockford, that John H. Sargent, who had been skating, in company with Corwin, on the Pecatonica River during the afternoon of that day, had fallen through an air-hole and disappeared under the ice. Thorough search for the body was immediately instituted and continued during the next two days by a large number of citizens, but no trace of it was discovered.

Proofs of the death of Sargent, and the widow's claim which had arisen under the accident policy, were forwarded without delay to the insurance company—the proof papers consisting of the affidavits of Allen, Corwin, and Hill, all of whom swore positively to the drowning of Sargent at the time and in the manner above stated. Soon after receiving notice of this loss a special agent of the company visited Pecatonica, and upon inquiry of the citizens as to the facts and circumstances surrounding the accident, he came to the conclusion that, although the body had not been found, there was no good reason to doubt the death of the insured. The people generally expressed their belief in the occurrence as alleged, though there were a few persons who held a different opinion. The officers of the company, not being fully satisfied, directed further investigation, which resulted in their determination to withhold immediate payment of the claim, although there was nothing but vague suspicion to justify delay. The suspicion was founded mainly upon the bad character which the parties, especially Allen, bore in their own neighborhood, and the singular circumstance that Sargent, who had been married only four weeks (every day of which had been spent away from his bride) did not, on his return to the town where she was living, first visit her

before skating with his friends upon the Pecatonica River. It was decided to resist at law, if need be, what appeared to be an attempt to defraud the company.

A search for John H. Sargent *living* was then commenced, and the inquiry pursued diligently, and into distant regions, for some three months without success. No one outside of the Allen clan had ever seen Sargent, and no trace of the man could be found except through them, or through the unsatisfactory information which they were willing to give. In the course of this search an agent of the company visited Beloit and interviewed the clergyman and the witnesses who were present at the marriage of Sargent and Mrs. Follett. He then visited the insurance agent at Beloit, who issued the policy, and learned from him that Sargent pawned a silver watch, of little value, for the premium on his policy. The watch had been sold, but was hunted up and secured. The hotel register was examined, and it was found that Sargent had registered his name with the initials transposed thus, H. J. instead of J. H. Sargent. The latter circumstance led to the belief that "Sargent" was a myth, and that the name was adopted for fraudulent purposes by the person who contracted the marriage and took out the insurance policy. While one might transpose the initials of another's name by accident, it was thought impossible that such a mistake would occur in writing one's own name. The circumstance recalled the fact that the initials of Allen's first names were H. J., and the thought suggested itself that he might have registered the name, and that in doing so he unwittingly committed the blunder. Some of Allen's handwriting was sought and obtained, and lo! the counterpart of the letters forming the signature of J. H. Sargent to the application for insurance and of H. J. Sargent on the hotel register, was unmistakably there. It was also ascertained that the watch had been repaired at a shop in Rockford, for Henry J. Allen, some three weeks before the time when it was pawned at Beloit for the insurance premium.

Measures were then taken to procure a sight of Allen by the clergyman and witnesses to the marriage, and by the agent who issued the policy. One of these identified Allen, positively, as Sargent, while all the others confirmed this identification with more or less certainty.

In due time the case of Achsah E. Sargent *versus* The Travelers Insurance Company was called for trial in the Circuit Court for Boone County, Illinois. The plaintiff testified that she had been married to John H. Sargent, on the 16th day of November, 1865; that immediately after the marriage Sargent took out the insurance policy and then left for the oil regions of Pennsylvania; that on the 15th day of December, following, Sargent arrived in Pecatonica upon the westward bound train; that on that afternoon he was skating on the Pecatonica River in company with Samuel A. Corwin; and that while so skating, and in the presence of Henry J. Allen and Emanuel Hill, who stood on the bank of the river at the time, he fell into an air-hole and was drowned, and that his body never had been recovered. On cross-examination, Mrs. Sargent was unable to give any facts leading to the identity of her alleged husband. She did not know his nationality; she did not know his place of birth; and she was ignorant of father, mother, brother, or sister, or any other relative near or remote. She had simply married him, and that was all; for the same day he left her, and she never saw him again. Being requested to describe his personal appearance, she drew from her bosom a photograph, which she swore was a true and correct picture of her husband John H. Sargent.

Allen, Corwin, and Hill each testified to their acquaintance with John H. Sargent, and to the particulars of his accidental drowning, of which they were eye-witnesses, as has been stated. Mrs. Almira Allen, wife of Henry J. Allen, testified that Sargent took dinner at her house in Pecatonica on the day of the alleged drowning, and that she heard of the drowning at about five o'clock that afternoon. Abram D. Allen, father of Henry J. Allen, testified that he knew Sargent, and gave a description of his personal appearance; he was shown the photograph and expressed his opinion that it was the picture of Sargent. Ann M. Redfield testified that a man once visited Mrs. Follett's house, where the witness was living, and that Mrs. Follett told her the man's name was John H. Sargent; witness had a distinct view of the man at the time, and retained a clear recollection of his appearance; upon being shown the photograph she identified it as the picture of the man called



Sargent by the plaintiff, Mrs. Follett. Mary A. Larkin testified that she was in Beloit on the 16th day of November, 1865, and was then and there introduced by plaintiff to a man whom she called her husband and by the name of Sargent. On being shown the photograph she said that to the best of her recollection it was the picture of the man introduced to her as Sargent. Many other witnesses were examined upon minor points, for the plaintiff.

The defence to the action was stated to be, in substance, that no such man as John H. Sargent ever existed; that the action was based upon a conspiracy to defraud, in every stage of which Henry J. Allen was the chief actor; that said Allen himself, under the assumed name of John H. Sargent, went through the ceremony of marriage with the plaintiff, at the time of the alleged marriage at Beloit; and that it was Allen who signed the application, and took out the policy of insurance under the assumed name of Sargent. That no person, in fact, was drowned; that the pretended drowning was but another stage in the development of the original scheme in which Allen, Hill, and Corwin were the sole actors; and that no other person was with them at the time of the alleged drowning—Allen skillfully making use of Hill, who was a stranger in Pecatonica, as the party who was alleged to have been drowned. And further, that on the 23d day of May, 1866, a little more than six months after the marriage, the plaintiff was delivered of a child, and that her motive in participating in this conspiracy was to conceal the presumed criminal intimacy of plaintiff with Henry J. Allen, as well as to obtain money fraudulently on the policy.

For the defence, Rev. S. H. Stocking testified that he performed the marriage ceremony between a man calling himself John H. Sargent and a woman calling herself Mrs. A. E. Follett; that according to the best of his recollection, and without any reasonable doubt, he identified Henry J. Allen as the same man and the plaintiff as the same woman. Mrs. E. A. Purcell testified that she was present at the marriage of the parties; that she next saw the same man in Pecatonica, about four or five weeks previous to the trial of this cause; that he was then and is now known by the name of Henry J. Allen;

that she had no doubt in her recognition of him; that no one pointed him out to her; that she had seen him since in Beloit; and that she had no doubt he was the man whom she had seen married under the name of Sargent. A clerk to the insurance agent at Beloit testified that, to the best of his recollection, Allen was the man who applied for the insurance. Another clerk identified Allen, and had no reasonable doubt that he was the man who applied for the insurance under the name of Sargent. This witness also identified the watch. Joseph Brittan, agent for the company, testified to issuing the policy, and receiving the watch in pawn for payment of the premium; identified the watch, and identified Allen as being, in his judgment, the man who obtained the policy and signed the name of John H. Sargent to the application. The clerk of the hotel at Beloit identified leaf from hotel register, and testified that the signatures H. J. Sargent and Mrs. A. E. Follett were written by the man who called himself Sargent. A watchmaker in Rockford identified the watch as one which had been left with him October 19th, 1865, for repair, by Henry J. Allen, to whom he delivered it again October 22d. The handwriting of Allen, as it appeared in the signature to the application for insurance and in the names upon the hotel register, was recognized and identified by no less than five citizens of Rockford, all of whom had had correspondence with Allen and knew his handwriting.

Up to this stage of the trial, which had occupied more than three days, both plaintiff and defendant had presented strong points in support of their respective relations to the cause. The evidence of the witnesses for the plaintiff would seem, certainly, to have been of such a nature that it ought to have been conclusive; and although some of these witnesses, in public estimation, did not sustain a first-class reputation for truth and veracity, it was not probable they could have been impeached through the evidence of other witnesses upon that fact. The defendant insurance company did not attempt to do this—in fact, it became unnecessary. On the fourth day the defendant produced the following witnesses, whose brief but overwhelming evidence will best tell its own story.

Lorin M. Whitney testified that he lived in Batavia, Illinois,

and that he was a photographer by occupation. The photograph heretofore introduced in evidence by the plaintiff, as the picture of the drowned Sargent, was shown to witness, who said: "This photograph is of my make. I have the negative from which this picture is made. I took the negative, and know the person who sat for it." (Witness here produced the negative, which was admitted in evidence to the jury.) "The name of the person who sat for this negative is James Clure. He lives in Batavia, Illinois; is a tailor by trade, and is still living. I have seen him nearly every day, and *I last saw him about an hour ago!*"

Profound amazement pervaded the court-room, and amidst almost breathless silence the name of James Clure was called. From a retired seat, the unmistakable original of the plaintiff's photograph at once stepped into the presence of the Court, jury, and the plaintiff's astonished counsel. He took the stand and testified as follows:

"I live in Batavia, Illinois, and am a tailor by trade. I had some photographs taken last fall by Whitney & Kendig, photographers in Batavia." Witness was here shown the photograph introduced in evidence by the plaintiff as that of her husband, Sargent, and said: "This is one of the photographs I had taken. I am acquainted with Henry J. Allen, and at one time served under him in the army. He was then captain of my company. At Allen's request I sent him this photograph about the first of November. I was never known or called by the name of John H. Sargent. *I was never married to the plaintiff. I was never drowned in the Pecatonica River!*"

At the conclusion of Clure's testimony, the counsel for the plaintiff made a feeble attempt to use Weller's infallible recipe and prove an alibi for Allen at the time of his mock marriage with Mrs. Follett, but signally failed, and in freely exhibited disgust withdrew the suit.

The discovery of the final and conclusive evidence was made during the trial. Upon examination of the photograph introduced by the plaintiff as the picture of her husband Sargent, the defunct, it was observed quietly that there were certain marks upon the back of it indicating the name and residence of the photographer, and a shrewd man was sent at once to

investigate the matter, with the result as stated. It required pretty lively work on the part of the person in pursuit of knowledge under difficulties (for he had not the photograph itself to take with him), and the defendant's counsel had to manage adroitly to protract the trial during the absence of the person sent. When the witnesses were produced in Court the sensation was intensely exciting, and the conspirators' cause hopelessly crushed.

Henry J. Allen and the "Widow Sargent" were subsequently indicted by the grand jury of Rock County, Wisconsin (in which Beloit is situated) for bigamy. Allen had absconded, but was found in Iowa, where he was laid up with serious bodily injuries which he had sustained by a falling tree which he was cutting. He was brought away by the officers of justice, on a cot or stretcher, as soon as he was able to travel, and was committed to jail in Janesville, Wisconsin, in default of bail, as was also the widow. After remaining in jail some time, and thereby punished to some extent, though not so much as their crimes deserved, they were released on nominal bail, which was, of course, forfeited, and they escaped further punishment. This was the result of humane consideration for the widow, who was Allen's dupe, and for her children, and for Allen himself, whose confinement really endangered his worthless life.

#### A BOSTON SCAMP.

This individual was a young man of about twenty-five years of age when, in 1866, his mysterious disappearance caused a momentary flutter in the financial pulse of the several life and accident insurance companies which recently had written risks upon his life to an amount exceeding \$40,000. Alvah K. Hurter was senior partner of the firm of Hurter & Dewey, at that time doing business in Boston as cotton brokers, and resided in Chelsea with his father, who had been connected with some missionary station in Syria, as a printer. Young Hurter was born in Syria, and there spent his early boyhood. The family returned to this country, and in due course of time Hurter became engaged in business as stated.

In the summer of 1866, in company with friends and acquaintances, he went to Scarborough, Maine. Upon a certain Friday

evening, several days after his arrival, he was apparently enjoying a sociable game of euchre until about ten o'clock; he then wrote a letter to his father—in answer to one notifying him of the arrival of his cousin from Mobile, Alabama—in which he informed his father that he would be home Saturday night, but if anything should prevent would come by the first train Monday morning. Hurter left the letter upon a table, saying to his companions, "I cannot sleep unless I take some exercise before going to bed; I am going out to take a row." The house in which the parties were was within a stone's throw of the beach, where several small boats were fastened near the water's edge.

He did not afterward return. The next day no trace of him was discoverable, but on the second day, Sunday morning, a small "dory" was found bottom up, partly stove in, and lying near the boat was found one of the oars belonging to it. At an inconsiderable distance from the dory was picked up a life-preserver vest which was partly filled with air, and further search resulted in the discovery of a hat which was identified as the one worn by Hurter. The place where the boat was found was about half an hour's rowing from the house where Hurter had been boarding. At certain stages the tide runs swiftly, and at its ebb leaves numerous rocks above the surface of the water.

The disappearance was plausibly accounted for after these discoveries. It was supposed that Hurter was rowing at the time in the usual manner, sitting with his back toward the bow of the boat, when the latter ran upon a rock and thereby was partly stove in, upset, and Hurter drowned. Search for the body was carefully and thoroughly made. At low water the bottom could be seen distinctly in most places, and every probable place was dragged. It did not seem to surprise any one that Hurter had lost his life, as was apparently the case. The night he went out for exercise was, at the time, somewhat dark, and resident fishermen declared it dangerous for a stranger to be out upon the water at the hour and in the manner in which Hurter had made his venture.

Notices of loss under the several insurance policies were duly served upon the companies. Of the sum insured, the Travelers



Insurance Company had written \$10,000 in accident insurance, and that company at once instituted an investigation of the matter. It soon afterward came to light that Hurter had misappropriated some \$2,000 belonging to the firm; that he had borrowed \$4,000 for the firm, of his father, and \$3,000 of other parties, for all of which he had failed to account to the firm. His business partner was in New York during the period of these alleged misdemeanors, and a partial discovery of them was made while Hurter was recreating at Scarborough Beach. Hurter's partner at once wrote to him requesting him to return and adjust his accounts. No notice, apparently, being taken of this request, a message was sent to the effect that some one would appear with authority to bring him home, unless he came at once. This message was received by Hurter just prior to his feeling the necessity for exercise before going to bed.

On following up the search through the agency of the chiefs of police of Boston and Portland, it soon was ascertained that Hurter, after suitably arranging the evidences of his drowning, went directly to the nearest railroad station, and thence hastened onward to Canada as rapidly as steam-power could carry him. All claims against the insurance companies were speedily abandoned, and the policies surrendered.

#### A SUSQUEHANNA RIVER CASE.

In the summer of 1866, a man named Knox procured an accident insurance ticket of \$5,000, in his own favor, upon the life of a young man living near Harrisburg, Pennsylvania, bearing the singular name of John Smith. The insurance was written by the Railway Passengers Assurance Company of Hartford. It was to cover a period of two days only, and cost fifty cents. As the time, therefore, was short, John made good use of it by selecting the very next day for the bathing and drowning purpose contemplated in the transaction. He took with him a boy who was to bear witness to his final disappearance from earthly scenes and trials *via* the engulfing waters of the Susquehanna. The boy, properly coached, bore witness to the lamentable fact that he was on the shore watching Smith, and saw him drown, after which he carried Smith's clothes homeward. Mr. Knox was distressed and anxious. He even

offered a reward of \$60 in gold for the recovery of the body—but it was not recovered.

In due time "proofs of death" were made out, and Mr. Knox knocked at the door of the company and asked for \$5,000. Its officers scented fraud, and declined to pay. Suit was brought, and the cause was to have come to a final trial in the month of March following, but before the appointed day arrived a detective of the company found Mr. Knox in Philadelphia, and exercised such persuasive powers that he owned up that it was all a fraud. John Smith was not drowned in the slightest degree, but was serving his country as an able-bodied soldier of the regular army. It is clear that Mr. Knox ought to be serving his country in the penitentiary.

#### AN OHIO RIVER CASE.

On the 14th of August, 1867, a hearing was had before Justice Walter, of Washington, D. C., of the case of Joseph Leppen, *alias* H. A. Deicher, who was charged by his wife, Josephine Leppen, with having committed adultery. She also charged that she was afraid that the said Leppen would do her bodily harm. He was further charged with an attempt to defraud the Connecticut Mutual Life Insurance Company out of the sum of \$10,000, as the following letter from the president of the company would show:

OFFICE OF THE CONNECTICUT MUTUAL LIFE INS. CO.,  
HARTFORD, CONN., August 12, 1867.

DEAR SIR—I have noticed to-day an account taken from the Washington *Star* of an attempt to defraud a life-insurance company by one Joseph Leppen, *alias* H. A. Deicher, who is said to be a clerk in one of the offices of the Patent Office building. As the account corresponds precisely with the proofs of loss and circumstances of a claim made upon our company by Josephine Leppen for an insurance on the life of her husband, Joseph Leppen, except as to time, we are anxious to ascertain if there is or was a clerk in any of the departments by the name of Joseph Leppen, *alias* H. A. Deicher, and know of no one to address but you to make this inquiry. The account states that Leppen was arrested at the instance of his wife for adultery, and he was committed for trial by Justice Walter. This may give you a clue to the case; or, if you have not time for the inquiry, please inform me if there is a Justice Walter in Washington, and give me his address, that I can write to him. Joseph Leppen was insured in our

company in January, 1862. In December, 1866, claim was made on us that Leppen was drowned in the Ohio River, about the 11th of August previous, as he took passage on a steamer at Parkersburg the day previous, and when the boat arrived at Wheeling he was missing; but his clothes and effects were found in his state-room, and on the 16th day of August a body was found in the river, some twenty five miles below Wheeling, and though it could not be identified as Leppen's, his wife claims, on account of his continued absence, that it was that of her husband, and demands the insurance money. All the circumstances stated in the *Star* paper correspond with her statement, except in relation to time, and we are inclined to think it is the development of what we had always supposed was an attempt to defraud us of the money. If you can put us on the track of an investigation you will much oblige

Yours truly,

GUY R. PHELPS, *President.*

To J. N. PRIOR, Washington, D. C.

Mr. Kasche testified that the defendant came to his house four months previously, and gave the name of Deicher; that he stated that he had left Europe because he had killed his superior officer, and he desired to stay there till he could hear from his family. Subsequently a man came to witness's house, who recognized the prisoner as Mr. Leppen. The prisoner then told witness that his name was Leppen; that he was in Parkersburg, and got on the steamer to go to Wheeling, and got to gambling on the boat; that he lost his money, and himself and another of those engaged got to fighting, and fell overboard; that he got ashore and the other man was drowned. He then placed his pocket trinkets in the pockets of the man who was drowned, thinking he would try and create the impression that he was dead, so that his wife might obtain the insurance on his life, and that, having obtained the money, she might join him, and they could go back to Europe. So far as the charge of adultery was concerned, nothing was proved beyond the fact that the prisoner was seen to kiss the wife of the witness.

After hearing the evidence of a number of witnesses, the prisoner was remanded for a further hearing. Justice Walter stated that from facts within his knowledge there was strong suspicion that the prisoner had pushed the man, with whom he had been gambling, overboard, and that he felt justified in holding him in custody until he could obtain the presence here of parties in Wheeling and Hartford.

Leppen, however, was subsequently discharged from custody, after having his picture taken for the rogue's gallery. Dr. Phelps, the president of the insurance company, wrote to Justice Walter, before whom the case was tried, that no valid complaint could be made against Leppen himself, as the claim for \$5,000 and representations of death had been made by his wife. If she were in collusion in a transaction to defraud, he could be punished as an accessory, if found guilty; but being a complainant against Leppen, it appeared to the officials that she was innocent, therefore all prosecution must be dropped. Dr. Phelps added: "The transaction was adroitly performed, and the circumstantial proofs were quite strong, but we had some suspicion that all was not right, and declined paying the policy, although threatened with a suit, so that we are not actually defrauded." A photograph forwarded from Connecticut, purporting to be a picture of Leppen, formerly of Cleveland, Ohio, and more recently of Wheeling, West Virginia, was identified as the likeness of the accused. The same picture had previously been identified by a coroner's jury as strongly resembling the body taken from the Ohio River, after Leppen's disappearance a year before. The accused, at the time of his arrest, was employed as a clerk at the Department of the Interior, and was a native of Bohemia.

#### THE GAY DECEIVER, BOSWELL *alias* HOWE.

In the course of the year 1868, "General" D. K. Boswell and wife made their appearance in Muncie, Indiana. The General was a little past the middle age, of affable manners and engaging address. His statement in regard to himself was that he had been appointed a Brigadier-General in the Union service during the war; had amassed considerable property in the course of a long business life, and had come to Muncie to end his days in peace. He reported a moderate amount of property for taxation, was popularly believed to be worth about \$50,000, and was considered a valuable addition to the Grand List of the town. He devoted considerable time to the Order of Masonry, in which he had taken the higher degrees; was very fond of society, and soon became generally popular with the citizens of Muncie. His wife, considerably his junior, kept her

house in good order, attended to her own affairs, and made as favorable an impression in her way as her husband did in his. The Muncie people seem to have accepted the Boswells without credentials and without a thought of asking for them. If they had inquired in the right place, they might have obtained information embodied in the following letter, which was written to a party who subsequently became interested in bringing General Boswell to justice:

SIR—If the D. K. Boswell who swindled you is the Daniel K. Boswell who in 1845-6 left his wife and children in Galena, Ill.; went to Hannibal or Palmyra, Mo.; ran away with old man Ross's daughter, said he was married (?) on a steamboat; took a free negress from Indiana to Lexington, Ky.; sold her (after she had a child by him) to a Mr. ——— for a slave, was indicted, but escaped (about 1848) to Memphis, Tenn.; set up a picture gallery, made obscene pictures; perjured himself in a deposition to blackmail a citizen there; went to Holly Springs, Miss.; in September, 1848, stopped some time at a hotel, where he said he was robbed by a servant of \$800; had the poor slave whipped nearly to death before it was discovered that he had had no money and had not been robbed, got into many difficulties there; shot a man's mules; committed perjury, ran away to West Tennessee, "got religion," joined the Campbellite church; again got into difficulties, and disappeared, but whither this "biographer" knows not—if this is your man, he is the most unmitigated scoundrel unhung!

But information was not solicited and was not volunteered, so that in 1870, or thereabouts, when the Franklin Life Insurance Company of Indianapolis wished to organize a "Local Board" in Muncie, Boswell was recommended by men of long residence and of high position in the town, as the man above all others who should be enlisted in the matter. He was approached, the plan was talked up, and he finally consented to insure his life for \$10,000, and to become president of the Local Board. His supposed influence in the town was so great that, for the sake of getting it, the company did not demand a cash payment of any part of the premium on his policy, but accepted his note for six months for the entire amount. This note was renewed at maturity for another six months. Meanwhile, as a sort of pastime, Boswell had gone into the sale of a patent fruit-dryer, and was supposed to be making considerable money.

On the 15th of September, 1871, Boswell and his wife started



for St. Louis, he having business there, as was supposed. At the Montclair Railway passenger station Boswell purchased two insurance tickets issued by the Railway Passengers Assurance Company of Hartford, Conn., the tickets being for the principal sum of \$3,000 each, and good for ten days. His second year's premium in the Franklin Life would fall due before his return, and also his note for the first year's premium. Being reminded of this, he gave a note to renew the one falling due—not taking up the renewed note, however, as it was not quite due—and remarked that he would attend to the second year's premium on his return. He went to St. Louis, and on the 22d of September he, with his wife, took passage on the steamer St. Luke, for some point up the Missouri River. Boswell and wife went on board the steamer some two or three hours before she started. The "General" spoke of not feeling well; received a friend or two in his state-room; but no one remembers seeing him on board after the boat left the levee. His wife went to the supper table alone, and while at tea remarked to the clerk of the boat that her husband was too sick to come to the table. The clerk offered to send a cup of tea and something to eat, to his state-room, but she said no, he did not then want anything at all. Their baggage consisted of one small trunk, which was taken to their state-room.

About midnight, some little time after entering the Missouri River, Mrs. Boswell gave the alarm that her husband had fallen overboard. The boat was at once stopped, a yawl lowered, and a fruitless search made for the body. Mrs. Boswell's description of the "accident," as set forth in her subsequent affidavit in support of her claim under the insurance policies, is as follows: "At about 11.30 P. M. that night, Mr. Boswell complained of being unwell and needing fresh air. We went from our state-room to the guard of the boat. Mr. Boswell seated himself on the rail with one arm around the stanchion, and wished for some water. I could find no servant to fetch it, and started for it myself to the state-room which we had just left. As I neared the state-room door I cast my eyes back and saw Mr. Boswell falling backward overboard. I sprang to catch him, but could not. I saw him reach the water; there was a splash and all was over. No cry was made.

I immediately gave the alarm, but it was some time before the steamer could be put about. Nothing was ever seen or heard of the body, though diligent search was made and a reward of \$100 was offered for it. He had on his person, in a pocket in his drawers, about \$2,000, which he had received at St. Louis."

Search for the body being abandoned, the boat proceeded on its way up the river, and the disconsolate widow went on shore at the next landing, where she waited for the down boat and then returned to St. Louis.

Due notice of loss, under their respective policies, was given to the insurance companies, the agent of one company closing his letter as follows: "I would state that Gen. Boswell was one of our best citizens, of the best habits, respected and esteemed by all who knew him."

An investigation followed which led the accident insurance company to believe the whole thing a fraud. At the time of these occurrences the Muncie Local Board of the Franklin Life Company expressed their conviction that Boswell was drowned as alleged, but could not see that their policy upon his life was in force at the date of drowning, the policy having lapsed the day previous. The story of the General's accident was reasonable enough, and Mrs. Boswell's narration of it was given in an apparently sincere and earnest manner, with deep feeling, with tears, and in a natural tone of bereavement which enlisted in her behalf the heartfelt sympathies of the good people of Muncie. There was unanimity of sentiment in that community in their high estimate of the departed General, and in their sorrow for the stricken widow; but to the parties investigating the facts there were circumstances which seemed to cast a doubt upon the genuineness of the affair. Disappearances by drowning come to the frequent notice of accident insurance executive officers, and there are certain "ear-marks" which seem to distinguish fraudulent cases from those which are genuine. These were observed in this case. The job, though well done, was *over-done*, and Mrs. Boswell was able to describe very accurately the precise spot where the General fell over the rail, and the very stanchion around which he had thrown his arm. A visit to this place on the steamer determined the utter im-

possibility of a person *falling* into the water from that point. He must have *jumped* overboard to have got into the water from that place, and a large guy rope would have prevented that, unless he ducked his head for the purpose of avoiding it. Again, it was evident that he would have struck the lower deck or its rail, or a brace which at that point projects from the under side of the upper deck. This would have attracted the notice of the laborers who were at that time on duty there. Nothing of the kind was observed. There was no eye-witness to the alleged accident, save Mrs. Boswell, and no one could be found who saw Boswell on board after the steamer started.

On the other hand, there apparently was no motive for perpetrating a fraud, especially by a gentleman universally represented as a straightforward business man, honest, temperate, and widely respected.

It was impossible to prove a negative, and the adjuster of the accident company, having on his hands at that time other and complicated cases of mysterious disappearance, concluded to offer to "buy a peace" with Mrs. Boswell, provided it could be done for a sum not greater than would be expended by the company in an effort to find the missing man. A meeting was therefore arranged, and the widow, through an administrator appointed for the purpose, discharged the company upon the payment of a sum agreed upon. The community generally regarded this action of the company as unjust in the extreme, and the company's agent in Muncie, as an expression of sympathy toward the bereaved, took the widow to his house and kept her for several weeks as the guest of his wife and family. The company's adjuster believed that through this settlement Boswell would be thrown off his guard, as there would be less necessity for his carefully hiding himself; and an arrangement was made with a local attorney to promptly advise the company concerning any future developments—which, in the opinion of the adjuster, were sure to follow.

In due time the widow instituted her action against the Franklin Life Company upon the \$10,000 policy above mentioned. The cause proceeded to its first trial and resulted in disagreement of the jury. The company's defence was upon the ground that the policy had lapsed at the time of Boswell's

death. A second trial resulted in a verdict for the plaintiff, the jury finding that the third note given by Boswell was in payment of his second year's premium, while notoriously, as a matter of fact, it was a renewal of the note for the first year's premium. The verdict in her favor was for over \$11,000. This verdict was set aside and a new trial granted by the Circuit Court. Three years had now lapsed since Boswell's death, and the above-mentioned cause was pending in the Circuit Court which was sitting in May, 1874, when an unexpected *dénouement* startled the citizens of that vicinity.

A few days prior to the time when this cause would have been reached upon the calendar, an executive officer of the Franklin Life, who had known Boswell personally, was notified that Boswell was alive and might be found in Galesburg, Ill., under the name and title of Judge I. S. Howe. He immediately went to Galesburg, and in a very short time after his arrival there saw Judge Howe playing croquet with some ladies and gentlemen, and recognized him at once as the long-lost General Boswell. Not making himself known, however, he telegraphed to Muncie for another gentleman, who was well acquainted with Boswell, to come on at once to Galesburg. The gentleman did as requested, and the two called on Judge Howe, fully identified him, and compelled him to admit that he was Boswell. His story was that the fall into the river, and a compulsory bath of several hours therein, rendered him insensible, so that he did not know when or where he drifted ashore and was found. His first recollection was of being in the woods among wood-choppers who had rescued him, put him before a fire, and brought him to life again only to find his money and his memory gone. Having identified him, the two gentlemen returned to Indianapolis. From there they sent to Muncie and had Mrs. Boswell arrested upon a charge of perjury and attempt to defraud. This arrest came upon the Muncie people like a thunderbolt. Mrs. Boswell, for three years, had lived an irreproachable life, as a widow, among them. No breath of suspicion had stirred the quiet waters. Mrs. Boswell's counsel having read the charges under which she was arrested, went to her and asked her to tell them the truth—the whole truth—that they might know what they must do in her defence. Without

a change of color or a quiver of her lips or eyes, she called on God to witness that if her husband was alive she did not know it; that she had not seen him nor heard a word from him since he fell into the river on that fatal night; and that no money which the world contained could have tempted her to live so long away from him. So thoroughly was the sympathy of the people with her, and so suspicious did the alleged discovery of the living Boswell appear, especially as it was made just before the cause of Mrs. Boswell *versus* The Franklin Life was to be tried, and as it was not verified by the production of Boswell's person, that it was with difficulty the prosecutors succeeded in having Mrs. Boswell bound over at her preliminary examination. She was bound over, however, and in default of surety went to jail.

Meanwhile the Railway Passengers Assurance Company was advised of the "materialization" of the drowned Boswell, and they at once sent a representative to Indianapolis. After consultation with the officers of the Franklin Life, he went directly to Galesburg only to find that Judge Howe had moved. Between two days, he had been driven in a buggy to a station on the C. B. & Q. Ry., and had gone South. He had left behind him a trunk as security for a loan of \$200. This trunk was searched and was found to contain several interesting relics. There were photographic pictures of Boswell and of his wife, books on Masonry, Masonic regalia, etc., etc. There were also letters and other papers which fully established not only the identity of the parties, but conclusively showed the guilt of Mrs. Boswell. One of these papers was a receipt dated three days after the alleged drowning, and when Mrs. B. was in St. Louis after her trip up and down the river. It read as follows:

ST. LOUIS, Sept. 25, 1871.

Received of I. S. Howe forty dollars for a lot of second-hand clothing and books belonging to my late husband, lost off the steamer St. Luke, on the Missouri River, Sept. 22, 1871.

M. V. BOSWELL.

It thus appeared that Boswell had left the steamer after changing a portion of his dress in his state-room, having a change at hand in the small trunk they had brought with them



for the purpose. He had gone ashore unobserved before the steamer started, and remained in St. Louis until his wife's return, when she met him as per agreement, delivered to him his clothing left on board, and he at the same time took from her the foregoing receipt, so that, in the event of his being caught with his own clothes on, or while reading one of his own books, he could prove by this receipt that he bought the clothes and books of Mrs. Boswell, who, in her kindness, went so far as to certify they were the property of her late husband, who had been lost off a certain steamer, in a certain river, at a certain date! Exceedingly attenuated!

From the correspondence found in this trunk it was ascertained that Boswell and his wife had been in frequent communication. Her letters to him were addressed as though written to her niece Ida, and signed "Your Aunt Mary." One of these letters reads as follows, but requires a word of explanation to be understood. It is undisguisedly in Mrs. Boswell's handwriting, and written to her husband from Fort Wayne, Indiana. Allusion is made to one of Mrs. Boswell's attorneys, and his wish that she should go to Xenia, to take a deposition for use in the suit against the Franklin Life. Boswell's letter in reply was to be sent to Xenia, thus to avoid the possible recognition of his handwriting by the Muncie postmaster. The letter is herewith produced verbatim.

FORT WAYNE, April 17, 1874.

MY DEAR NIECE IDA.

I am here yet, hope this will find you well. I just received a letter from Buckels telling me to come on and go to Xenia to take John's dep'tion. I will be here tody or tomorrow. You write me at Xenia. I will if nothing happens I will be there by Wedsdy next. I have bin waitting for money. I hope to get it all rite. If I only had plenty here I could get along, but hope I will get all rite before long. I hope to get through then I will see you just as soon as I can. Hope this will find you in good health, this leeves in good health. I hope to have all things rite yet. I live in hopes if I die in dispare. Do take good care of your health till I see you. *Keep in as close as you can till you get through with my medicine* then you will be all rite I hope. I got those presents. I was glad to get them, hope you have my letters in this time. I am in a hurry. I will write when I get there. I will close. Much love to all & plenty to your deer self. May God be with you and bless you is my prayer.

Take good care of your health. I will direct this to you so you sine your full name "Ida," then it will be rite. Then if it should be [there are a few illegible words here] it would be sent back to you. Write to Xenia I will be there soon. Goodby till you here again.

Your Ant. M'y.

With the pictures of Mrs. Boswell found in the trunk, it was easily ascertained that she had visited her husband in Galesburg, boarding for two or three weeks at a time in the same house with him, and passing herself off as his niece.

The rest of the story is soon told. The proof was so conclusive against Mrs. Boswell, that when her trial came on, her attorneys admitted the facts as claimed by the prosecution, and she received the sentence of the Court for her crimes. Boswell, *alias* Howe, after a long chase, was captured in Northern Michigan, taken to Muncie, July 1, 1874, where he was recognized by every one who saw him, and thence taken to Indianapolis and lodged in jail. His trial was delayed several months through the efforts of his attorneys, and at last, broken in health and wrecked in reputation, he was released on bail. He finally escaped further punishment through a legal technicality, on the ground that a man and wife could not conspire, and rejoined his wife, who had served out her term of imprisonment. They have gone forth without money, health, friends, or reputation, and are left to meditate upon the results of their attempt to defraud the insurance companies. They suffered prolonged separations from each other, privations and hardships of no light degree, imprisonment, and disgrace. They lost all that is worth having in this life, and are able to offset these fearful facts with a knowledge of having realized for all this a little more than \$400 of the insurance company's money.

#### A SAVANNAH RIVER CASE.

In the county of Scriven, State of Georgia, on the banks of the Savannah, dwelt Captain Martin L. Bryan, formerly of the 25th Regiment, Georgia, C. S. A., a well-to-do citizen of about fifty years of age, owner of fifteen hundred or two thousand acres of land on the river bottoms, and whose house had been burned by the army that escorted Sherman on his celebrated

"march to the sea." The Captain had lost much of his property during the late unpleasantness, and resolved to protect the interests of his family by obtaining life insurance. He went to Savannah, called on the insurance men, and obtained a \$10,000 policy in the Knickerbocker Life, of New York; \$10,000 in the Accident, of Columbus; \$10,000 in the Casualty, of New Jersey; \$10,000 in the National Travelers', of New York; and \$40,000 in the Travelers, of Hartford—*eighty thousand dollars* in all.

Subsequently, to the intense grief of deploring friends and relatives, the Captain was drowned in the river. But while they lamented his death, they commended his prudence, and in due time a huge bulk of documentary evidence of death, certified to with all official formalities, was forwarded to the companies.

The so-called "*proofs of death*" cover no less than forty pages of closely-written legal cap paper, wherein is set forth, with minuteness of detail, time, place, and circumstances of the Captain's death by drowning, with repetitious asseveration of the high tone and gentlemanly character of the deceased. These papers were prepared with great care by the Captain's son, a law student, who did himself credit, in a certain way, by the lawyer-like, consistent, and conclusive manner in which the evidence was presented, leaving no reason, apparently, to doubt that the death occurred as stated.

The first affidavit is that of Hansford R. Owens, who, being duly sworn, said that he was intimately acquainted with Captain Bryan, the deceased, and had known him familiarly for many years, living within a mile of him; that, in the early part of the year 1867, deceased engaged deponent to assist him in the survey of some of his swamp-lands lying in Savannah River marshes; and that on the 10th day of June, of this year, deponent and said deceased, together with Curtis Humphries, Sr., and Joseph C. Bryan, son of said deceased, did proceed to survey said lands; that after said survey was finished, they caught, cooked, and ate a mess of fish, after which deponent and deceased started to remove a batteau belonging to said deceased. They proceeded to said batteau, loosed it, and started down the river in it, going pretty fast, as said batteau was a new one,

and they were in a measure testing its speed; that, after going about a quarter of a mile, said batteau struck a snag, not directly with its bow, but on the right side and about three feet below the bow, so that the batteau was suddenly thrown right across the current of the stream; that just as said batteau struck said snag it was elevated by it on the right side, so that deponent and deceased were both thrown across to the left side, which caused said batteau to dip water considerably, and before they could right themselves and regain their seats in the central part of said batteau, their weight on the left side and the force of the current, which was very strong and rapid (the batteau being by this time right crosswise the current, and presenting a broadside to it), caused said batteau to be filled with water and almost immediately overturned, by which deponent and deceased were both precipitated into the water and submerged; that, as soon as deponent came to the surface, he heard deceased say to him, "Catch the boat," and did not at the time think that deceased was alarmed; but, being rather a poor swimmer, instead of trying to save the boat, he began to swim for the bank, thinking that deceased would either follow or would cling to the boat, and accordingly did not look around till he had reached the bank, when, to his *surprise and alarm*, he discovered that deceased was neither following him, nor clinging to the batteau, nor could be seen anywhere; and the conviction at once settled upon deponent that deceased had drowned and sunk, for the river was open, and at least one hundred and fifty yards wide, and not a sign of life or motion in the water could be seen anywhere around. Deponent crawled out on the root of a tree which had been blown down in the river, against the top of which the batteau made a temporary halt, and he walked out on the tree for the purpose of fastening the batteau; but before he could reach it, it had become loose and floated down the river. Deponent also says that he was not more than half a minute in effecting his escape from the water, and that deceased, from the position he occupied in the boat (being on the middle seat), was thrown some ten or fifteen feet farther out in the stream than deponent was, so that it was impossible that deceased could have reached the bank sooner than deponent reached it, and there was no place in the river for him to have

concealed himself, nor even under the batteau, as that was too full of water when it overturned, to leave air enough underneath for a man to have lived in. Therefore deponent is confirmed in the conviction that first seized him, and *now feels and knows*, from all the circumstances, that deceased could only have drowned and sunk before deponent reached the bank. Deponent further says that, so soon as he recovered sufficiently from his fright and bewilderment to realize his condition and the state of affairs, he began to cry for help and to halloo for the companions he had so lately left, to wit, the said Curtis Humphries and Joseph C. Bryan, but that he found himself so badly hurt, he could with great difficulty cry loud enough to be heard by them, though not more than a quarter of a mile distant; that, failing to make them hear him, he ran as fast as he could to them, and at once communicated the nature of the accident which had happened; and that himself and the said Joseph C. Bryan immediately ran back to the place of the accident and at once commenced a search down the river along the bank, but they could neither see nor hear anything except the batteau, which was found stopped about half a mile below.

Deponent further says, that in all his acquaintance and dealings with said deceased, which have been long and varied, he has ever known deceased to be an honest and upright man and dealer, and a gentleman of high tone of character and integrity of purpose, and that the community as well as his family have sustained a loss.

Deponent further says, he knows deceased owned, in said county of Scriven, between fifteen hundred and two thousand acres of good land, several hundreds of which were improved and in a state of cultivation.

Next follows the affidavit of Joseph C. Bryan, the eldest son of Captain Martin L. Bryan, twenty-nine years of age. This eldest son of his father proceeds to corroborate the statement of the preceding affiant, and tells how they assisted the deceased to survey the land, and then caught, cooked, and ate a mess of fish, after which deceased and Owens left them in the manner which has been related, first enjoining deponent in the meanwhile to catch bait for his uncle Curt (meaning the said Curtis Humphries), who was still desirous of fishing, but was too aged and



unwieldy to procure bait. Some time after they had gone, deponent heard the "feeble shouts" of Owens, but was not alarmed by them, as they did not sound to him like cries for help, and therefore, "without heeding them, he continued to catch bait" until Owens arrived in person with "the startling intelligence that the batteau had capsized, precipitating both himself and deceased into the water, and that deceased, he felt certain, was drowned, while he had barely and with great difficulty escaped." Then this filial deponent, under the wildness of his bewilderment, started off "without loss of time, followed by Owens, who pointed out to him the spot of capsize." And then followed a fruitless search along the river bank, at the same time "hallooing constantly, so that, *if deceased were not dead*, he might hear them and bring them to his relief." But no response from "deceased" was heard by "deponent," and "night being close at hand, they abandoned their efforts and returned to their homes." The next day deponent, assisted by neighbors and friends, resumed the search, "and grappled and dragged and fished and felt for the body of said deceased," but without recovering the body or finding any trace thereof. Deponent then explained wherefore the body could not be found upon such a river bottom as the place "where said accident happened." "The locality is thickly crammed and studded with large fallen trees, so that the logs and brush form an almost impenetrable network," and the neighbors and friends finally arrived at the conclusion "that a body therein lodged could hardly rise, unless by the motion and concussion of the water, caused by the passage of a steamboat." Deponent, at great length, proceeded to point out the conformity to rational principles which characterized these conclusions.

And then, without mental reservation, but knowing whereof he doth depose, he further says "nothing was seen of said body and no tidings had of it until the evening of the 16th of June, *when it was seen* in the Savannah River, about eight or ten miles below the place of accident, by a portion of the crew of the steamer Swan, on her down trip from Augusta to Savannah." The next day after "it was seen" as aforesaid, "deponent and his three brothers, Robert, William, and Paul, set out in quest

of said body," they going "down the river till they came to the spot or place where said body had been seen the evening previous, and looked and examined closely for it, but that it was not there, nor could they see it around there, nor even find any trace or vestige of it;" whereupon deponent proceeds to enlighten us why it could not be found. Again he explains how the concussion of the water caused by the passage of the steamboat must have "loosed the body from its fastening," and it had "floated on down the river." They continued the search and "were rewarded only with disappointment." Finally they arrived at some further "conclusions." Not another passing steamboat "with its concussion of the water" this time. "Concluding that the body must either have been *pecked open by the buzzards* and again sunk, or was *devoured by an alligator or some other carnivorous inhabitant of the water*, and that in either case further search down the river would be fruitless, the batteau was placed in the wagon and all parties started for home." Meeting with other parties, "deponent was advised to make a still more extended and protracted search," and he returned to make "a closer inspection," but finally fell back upon his strong point, his "conclusions," which are summarized as follows: "All of which facts lead deponent to the belief, and confirm him in the conclusions before mentioned, either that said body was pecked open by the buzzards and again sunk, or it was devoured by an alligator (of which there are multitudes in the river), or by some other animal."

Deponent then goes on to relate how "said deceased was not a good swimmer, and was rather fearful of deep water, and was usually very cautious and particular when out in the river in a batteau." Finally, and in conclusion, he "does not know how to account for the mishap, except that it was one of those unaccountable accidents which, while they are under the superintendence of an All-wise Providence, seem still to be the result of chance in that they are without assignable cause, controlled by no fixed or known laws or rules of conduct, or action, or sequence, and are as likely to overtake the most prudent as the most reckless."

The aged "Uncle Curt" (meaning the said Curtis Humphries) was next brought forward as the deponent who could

testify "that he was intimately acquainted with Captain Bryan, deceased, and had known him since his infancy." He then repeated the story of the survey of the swamp lands which belonged to the deceased, and of his "partaking of a repast," after which the venerable deponent wanted to go home, "but deceased begged him to wait a short while until deceased and said Owens" could first go after the boat, as has been related by the preceding witnesses. After they had been gone awhile this deponent heard the hallooming of Owens, but he was not disturbed thereby, as he "imagined they were hallooming at something they saw in the river—perhaps a deer or an alligator with something it had caught." Uncle Curt is not prolix in his deposition, but desires to put himself on record by saying that, "from everything that transpired under his own observation, he was fully impressed with the conviction that said deceased was drowned."

The "neighbors and friends of the deceased" who "grappled, dragged, fished, and felt for the body of said deceased," personally and individually entered their appearance, and in their several depositions set forth at great length their knowledge of "the misfortune which had that day befallen the aforesaid deceased."

A glowing tribute to the elevated moral character and the unswerving integrity of "the aforesaid deceased," appears upon the record of these depositions, while "in all his dealings and business, deceased was plain, open, straightforward, honest, fair, correct, and exact; never appearing to want that which was not rightfully his own, and rather ready to yield a little than to demand too much, or to contend about a trifle."

Next come forward the three employes on board the steamer Swan, who relate what they know of the "deceased aforesaid."

They testify that they were acquainted with the circumstances of the accidental drowning, and one of them, "a person of color, had been directed to keep a lookout for said body." At a place "about twelve miles by water below the place of accident, deponent had his attention directed to a dead body under the willows. When he first looked at said body it was lying face downward; he saw the back part of the head of it, and he firmly believes it was a human head. And deponent

believes, from all the circumstances of the case, that said body was the body of said deceased, the said Captain Martin L. Bryan." This colored deponent "further says that said steamer was at the time going very rapidly, so that only a very short time was allowed for beholding said body." The attention of the second employé being directed "to a dead body fastened in the river under a willow," expresses his belief that it was a human body. He further goes on to explain that, as "he had not heard of any one else drowning in the Savannah River, nor had he since heard that any one else than the said Captain Martin L. Bryan was so drowned," *ergo* the "said body, thus seen as aforesaid, was the body of said deceased, the said Captain Martin L. Bryan." This logical deponent "did not see said body till the waves of the boat had reached it and were moving it, so that nothing about it could be distinctly defined by deponent." He was able to "define" some buzzards near by, and was informed, "the buzzards were on the body pecking and devouring it when first seen, but which the waves had frightened off before it was seen by deponent." Deponent further says that "so impressed was he with the conviction that said body was the body of said deceased, that he immediately ran upon deck and tried to prevail upon the purser of said steamer to use his influence with the captain of said steamer to stop and take up said body; but the purser said deponent had as much influence with the captain as he the purser had; whereupon deponent at once proceeded to the captain, who was also aware of the circumstances attending the death of said deceased and also knew that deceased's body had not then been found, and informed him of the discovery which had just been made, and tried to prevail upon him to stop, being then but a short distance below, and pick it up; that the captain asked deponent if he was certain and knew it was a human body and the body of said deceased, to which deponent replied, that though he felt certain, he did not positively and absolutely know it to be the body of said deceased; that the captain then said as deponent was not absolutely certain, he would not stop," but proposed instead to give information at the next landing. And so that "aforesaid deceased" was left to the tender mercies of the buzzards, the alligators, "or some other carnivorous inhabitant of the water."

One other "deponent" was produced and sworn, and made known that on the 19th of June (three days subsequent to the discovery from the steamer), while he was on his way up the river, at a certain point "he discovered a dead body in the river, which he is convinced and knows was a human body; but being alone, and feeling a timidity and hesitancy in approaching a dead body alone, without company, he did not then go up to it." This timid deponent further says that "buzzards were sitting near and devouring said body, which seemed to be much swollen and was floating high in the water." Being familiar with the circumstances of the drowning of the "aforesaid deceased," and knowing that the body had not yet been recovered, this timid and hesitating deponent "obtained within him the impression at once, that the said body thus seen as aforesaid was the body of said deceased."

To the underwriters receiving these preliminary proofs of death, they presented the appearance of a studied effort, on the part of the person submitting them, to explain away suspicion, and present a plausible view of his case. It required but the superficial glance of an experienced eye to observe something wrong. Just prior to his mysterious disappearance, Captain Bryan had made his last will and testament, and had named his son Robert B., the law student, as executor thereof. The busy and tireless hand of the embryo lawyer appeared early in advocacy of the claims arising under the several policies. He addressed by letter the local agents of the several companies, as follows:

SAVANNAH, GEORGIA, June 27, 1867.

DEAR SIR—As executor of the will of my father, Martin L. Bryan, it becomes my sad duty to announce to you the intelligence of his death, which occurred by drowning near his plantation, in Scriven County, on Savannah River, on the 10th inst. The circumstances of the accident are these, as I have learned them:

Mr. Owens, a near neighbor, and my father, after a day of fishing, were removing their boat from one point in the river to another, when the boat was capsized by running on a snag. Mr. Owens, with much difficulty, and in a badly hurt condition, succeeded in getting out; but Pa, alas! was not so fortunate. And what is still more distressing, we have never been able to recover the body. We have made every effort to recover it, but without success. It was seen by the crew of a steamboat on Sunday afterward, about nine miles



below the place of accident: but, through want of a small boat, the captain said he could not take it up.

I should have informed you sooner, but have been by rain and other causes unavoidably detained away from the city much longer than I anticipated when first I heard of the accident. I desire you to communicate with the insurance company in which my father's life was insured, and let me know their decision. I am aware that the facts of the case will have to be submitted by affidavit, and I will proceed to submit them after hearing from you. *The proof I think will be satisfactory.*

Very respectfully,

R. B. BRYAN.

An agent of one of the companies wrote to R. B. Bryan for additional information relative to the amount of insurance, and received the following in reply:

SAVANNAH, GA., August 28, 1867.

DEAR SIR—In compliance with request, I transmit you the names of the companies in which my father's life was insured, and the amounts in each.

Travelers of Hartford.....	\$40,000
Knickerbocker Life .....	10,000
United States Casualty.....	10,000
Accident of Columbus.....	10,000
National Travelers of New York.....	10,000

You will naturally ask the question why did he take so much accident insurance, and so little life? a question which I am not able fully to answer. But, in partial answer, I would first say that Pa, though by no means wealthy, was, previous to his being stripped by the war, independently well off in the world, and after the fortunes of war had swept off most of his means, to a mind like his the idea of leaving his family nothing at his death was almost intolerable, and thus he sought insurance. He was almost wholly ignorant of the nature and character of it, as you will recollect on the day he first entered your office. Finding that accident insurance was much cheaper than life insurance, and believing that it would be some time ere the course of events would take him off, being a man of strong and hearty constitution, he contented himself, for the time being, with ten thousand dollars of life insurance, but took accident insurance to the amount of forty thousand. Being at that time unacquainted with the matter of compensation, he took only ten thousand with compensation. Finding afterwards that compensation was just what he wanted, as himself and family were, in a great measure, dependent upon his own individual exertions, and that, should those

exertions through any cause cease, they would become dependent upon others, an idea or a possibility that was always galling to him, he petitioned in all subsequent insurance for compensation—in fact, compensation was the prime cause of his seeking additional insurance.

I am, very respectfully,

R. B. BRYAN.

Again writing *at* the agent while endeavoring to appease the spectre suspicion! He had not been called upon to explain the motives of his father in obtaining the insurance.

Upon investigation it was soon ascertained that "the proofs" which Mr. R. B. Bryan thought would be "satisfactory" were the product of an ingenious though inexperienced hand at manipulating evidence. Nor did the moral character or the domestic relations of the "deceased aforesaid" appear creditably in the light of further inquiry. It will be noticed that there had been but one eye-witness to the "accident," and he was found to be a worthless, drunken pauper. He was sober at times, but only when unable to get the wherewith to buy whiskey. After the "drowning" he went at once to a store, where he purchased two quarts of whiskey, *being able to pay for it*—a fact which was too unusual to escape observation and comment. He had a glorious drunk that afternoon, and the next week he received from Savannah two gallons more of whiskey, which some good friend had sent him. From the time of its receipt until the last drop was consumed, he was too happy to trouble himself about the "deceased," and naturally he was excused from being a party to the search for the body. At that time, too, he had in his household a woman who had gone there with her illegitimate child, then about two years of age, the paternity of which she had laid at the door of the "deceased aforesaid," and on account of which domestic irregularity it was rumored that the lawful wife of the "deceased" threatened to leave his bed and board. Notwithstanding this, the general character of the Captain as a business man stood favorably with the community.

After a while, as the investigation proceeded, it became evident that the executor of his father's last will and testament began to be more and more apprehensive. The spectre was continually presenting itself to be explained away until it could

be no longer endured; then, after lying some six months among the snags, pecked by buzzards, devoured by alligators and other carnivorous animals, the "deceased," through "earnest entreaties and united appeals," was induced to return to the bosom of his family.

A rumor of the wanderer's return reaching the Savannah agent, he wrote and mailed a letter addressed as follows:

SAVANNAH, GA., Jan. 21, 1868.

MR. R. B. BRYAN:

DEAR SIR—I learn by rumor that your father, M. L. Bryan, has returned to his home in Scriven County—is it correct? I ask this as agent of the insurance company, and in view of the fact that proofs of loss have been handed into this office by you. Please give this matter your attention, and oblige.

Which letter elicited the following reply:

SAVANNAH, GA., January 21, 1868.

DEAR SIR—Yours of present date is received. In reply, I am glad to be able to inform you that my father is again at home, where I trust he will be allowed to remain in peace and safety. I make no comment, for the present, upon his absence or return, further than to say that the latter was induced only by the earnest entreaties and united appeals of his family—but for which he might still be an exile from home. I hope such entreaties and appeals may not be rewarded with another *forced* separation.

I have not seen him, but my information is positive and not to be doubted. Any information I can impart, consistent with the present uncertain state of affairs in relation to this matter, I am ready to give.

I am, very respectfully,

R. B. BRYAN.

It thus appears the "deceased aforesaid" was induced to return home "only by the earnest entreaties and united appeals of his family;" which would seem to indicate that his family, including the executor of his father's will and who made up the proofs of death, knew of "deceased's" whereabouts, and held communication with him in spite of the buzzards and alligators. And mark the hint at "another **FORCED** separation" (the emphasis is his own). Was the first separation "forced?" Does the sensitive conscience of the legal-minded son suggest that such an attempt at wholesale robbing of insurance companies deserves a "**FORCED** separation" for a term of years in some state institution?

Prior to the foregoing correspondence, information of the exile's return had reached the home office of the Travelers Insurance Company, through the following telegram and correspondence:

SAVANNAH, GA., Jan. 13, 1868.

RODNEY DENNIS, Esq., *Secretary Travelers Insurance Company:*

Martin L. Bryan is at home, alive and well. *You did not pay soon enough.*

In due course of mail came the following letter:

SAVANNAH, GA., Jan. 14, 1868.

RODNEY DENNIS, Esq., *Secretary Travelers Insurance Company:*

DEAR SIR—I telegraphed you that Bryan was alive and well at home. You know Ponce de Leon found the waters of perpetual youth in Florida, and it is reported that Captain Bryan has been in Florida. Now, he either floated through the rivers, sounds, and bays to that spring, and came to life, after being seven months dead, or else he has been permitted to come back and find out *why* the \$80,000 insurance on his life was not paid. If you had only paid up sooner, his unquiet spirit *might* have rested peacefully in its watery bed. It is either a warning to insurance companies to be more prompt in payment of losses, and not oblige a man to come back and collect the insurance *on his own life*, or else it proves, that to secure the return of departed ones, they must be drowned in Savannah River and go to Florida.

#### CHARLES AND MARTHA.

In the summer of 1870, Charles McCormick, the hero of this narrative, was twenty-four years of age, of good physique, being nearly six feet in height, weighing one hundred and eighty pounds, and altogether a lusty specimen of the Green Mountain Boy. Early in the history of the late war he enlisted as a private soldier in the 7th Regiment Vermont Volunteer Infantry, and, creditably serving out his full term of enlistment, obtained an honorable discharge. In 1867 he married a highly respectable young woman, and not long afterwards opened a general insurance agency in Ogdensburg, St. Lawrence County, New York. With the companies he represented, his business relations were favorable, while his social standing was not questioned in the community where he had chosen his residence. Later developments showed him unworthy of the respect and confidence in which he was held at the date of a mysterious

disappearance, an event which occurred on a hot summer afternoon in the month of August, 1870. His wife held a policy written upon his life by the Travelers Insurance Company. The "proofs of death" submitted by her, in support of her claim for the principal sum insured, sufficiently explain the manner of his mysterious departure.

According to the evidence thus submitted, the deposition of one H. A. Rockwell informs us "that for several years last past he has resided and now resides in the town of Massena, St. Lawrence County, N. Y., and that he knew Charles McCormick, late of Ogdensburg in said county, and last saw said McCormick at the residence of this deponent in Massena, under the following circumstances. On the 19th day of August, 1870, said McCormick came to the residence of this deponent with a horse and buggy, and informed this deponent that he, the said McCormick, wished to leave his horse and buggy with this deponent, and to borrow this deponent's boat to go to Cornwall, across the St. Lawrence River in Canada, and would return it to deponent on the Saturday or Monday following. He declared his intention of proceeding from Cornwall, by rail, to Prescott, and from Prescott, by ferry, to Ogdensburg, and return to Massena over the same route the Saturday or Monday following. That this deponent took charge of said horse and buggy, as requested by McCormick, to keep until his intended return, and let his, this deponent's boat—a skiff containing two oars, one paddle and a tow-line—to said McCormick, to go with it to Cornwall. That, at the time aforesaid, and before McCormick left this deponent's residence, he informed this deponent that he, McCormick, had an engagement to keep at Ogdensburg, and had promised to meet a person there from Canton, in said county, on business, and had sent word to said person that he, McCormick, would meet him at Canton on Saturday. That, in pursuit of such purpose and intention, as deponent believes, McCormick, with deponent's boat, oars, etc., as aforesaid stated, left deponent's residence to go to Cornwall, at about the hour of six o'clock in the evening of said 19th day of August, and that deponent has not since seen nor heard of said McCormick. Deponent further says, that on Monday, the 22d day of August, 1870,



and after the time fixed for the return of the boat, deponent went to Cornwall to look after the same, and found the said boat with only one oar and the tow-line therein, about two rods below the wharf at Cornwall, where said boat was lodged against the shore, and not tied or fastened, but lying as having been, apparently, blown or drifted to the shore by wind or current. And deponent further says, the usual route of ferriage from Massena to Cornwall, and that which McCormick proposed to take, is difficult, and to persons inexperienced, somewhat dangerous to navigate; and that the route from Massena to Ogdensburg as proposed to be taken by McCormick, is frequently pursued by persons travelling from Massena to Ogdensburg, and is the only route by rail for any considerable part of the distance. Deponent further says that McCormick, in his attempted journey across the river, would not be likely to arrive at Cornwall, if successful and meeting no accident, until after dark on said 19th day of August; and that deponent has never found the oar and paddle missing from the boat."

In the furtherance of these "proofs," Mrs. McCormick, wife of the late Charles, and now his widow, subscribes to an affidavit of great length, wherein she gives a detailed account of her knowledge of her husband's usual business habits, and of his movements during the three or four days immediately preceding his disappearance. She mentions the date of her marriage to McCormick, and says that she "resided with him continuously and happily, as his wife, thereafter." It appears that she and her husband were boarding in Ogdensburg with a Mrs. Kellogg, and that they left their boarding-place to go to the residence of her father, in an adjoining town, where she intended to remain until her husband should rejoin her there, on his return from one of his usual travelling tours, and convey her thence to their home in Ogdensburg. On the following day, the 15th day of August, 1870, McCormick left her at her father's residence, driving away with his horse and buggy, having first declared his intention of going to the several villages mentioned by name in her affidavit. She further says she has not since seen nor heard from her husband, directly or indirectly, and has had no information of or concerning him, except that derived from her father and others who have been in

pursuit of facts touching his fate. She states that she "received one linen coat, one linen bosom, and one tape measure from her father, on or about the 26th day of August, 1870, and that said articles and a small hand-satchel and contents were the only articles taken away by the said Charles, when she last saw him, and that said satchel and whatever it may have contained has not been returned to her, and has not been found, to her knowledge and belief." In her affidavit she further says McCormick "left at their boarding-place his entire personal wardrobe not necessarily in use by him when she last saw him, which, together with the articles returned to her, and the horse, harness, and buggy used by McCormick, one cutter, bells, sleigh-robe and utensils, and articles used by him in taking care of his horse, and the furniture in the rooms occupied by herself and her husband at said Mrs. Kellogg's, constituted the entire personal property of the said Charles when she last saw him; and that he had no real estate at the time of his disappearance."

We next have the affidavit of Mrs. McCormick's father, who corroborates the statements of Mrs. McCormick and of Mr. Rockwell, so far as his knowledge of the facts enables him to. This affiant further says that "early in the week following the 19th day of August, 1870, he was informed by telegram from Massena of the disappearance of the said Charles, and of the finding of the boat mentioned in Rockwell's affidavit; and that on the morning succeeding the receipt of telegram he went to Massena, and from Massena to Cornwall with said Rockwood in search of the said Charles, and spent the remainder of the week in such search without acquiring any knowledge or information of said Charles's whereabouts, or of his being alive or dead. That he, together with his son and Louis Rockwood, on Tuesday of the week following, proceeded to Massena and Cornwall and the vicinity, to make further and complete search for said Charles, and to ascertain what may have happened to him; and made all examinations and inquiries believed to be effectual for the purpose of ascertaining such facts as could throw light upon the disappearance and whereabouts of said Charles, whether living or dead; and in the pursuit of such purpose visited the shores of islands of said St. Lawrence River, for considerable distances, and made inquiries of persons liv-

ing in such vicinity relative thereto, and pursued said river and vicinity in such search and inquiry as far as the city of Montreal and back, during an absence of seven or eight days. That he was informed and believes that said Charles was not seen on the Canadian side of the river on the said 19th day of August, 1870, by any person or persons who in the ordinary course of business and travel would have seen him had he landed and pursued his way to Ogdensburg via Prescott, as stated in the affidavit of said Rockwood. That he was informed by the bridge-tender who was present at and in attendance on the drawbridge that spans the Cornwall Canal in the line of travel from the shore of the said river to Cornwall, that said Charles was well known to said bridge-tender, and that said Charles did not cross said bridge on the 19th day of August, 1870, before or after dark; and he was also informed by the ticket agent of the Grand Trunk Railway, that said Charles was not at Cornwall on said 19th day of August, or afterward, to his knowledge. He was also further informed by the driver of the omnibus running to the depot of said railway, and present there on the evening of said 19th day of August, that he was well acquainted with said Charles, and saw nothing of him at the depot on the arrival of the train on its way to Prescott; and affiant was informed by several persons in Cornwall acquainted with said Charles that nothing had been seen of him there, to their knowledge, on the day last aforesaid. And further, since receipt of the telegram, this affiant has spent more than three months, and has expended in cash over \$300, for the purpose of ascertaining the fate or whereabouts of said Charles, without success."

Mrs. Kellogg, with whom McCormick and wife boarded in Ogdensburg, was produced and sworn in further support of the claim arising under the insurance policy. From this affidavit it appears that, three days after leaving his wife at her father's residence, McCormick returned to Ogdensburg, making his appearance at Mrs. Kellogg's on the morning of the 18th of August. Mrs. Kellogg says he came with his horse and buggy, breakfasted with her, and then drove away to attend a funeral. Before leaving he informed her that he had an engagement to meet a person from Canton on Friday morning, and would

return to her residence with his wife on Friday or Saturday following. She further says that McCormick and wife boarded with her for about a year prior to and up to the time of his disappearance, and that during the period of her acquaintance with them they lived agreeably and happily together.

Upon the foregoing evidence, together with other circumstances of a corroborative character, Mrs. McCormick honestly believed her husband to be deceased, and that the time and manner of his death were as clearly indicated as evidence of a purely presumptive nature could determine. This evidence was forwarded to the insurance company five months after the disappearance, and little doubt existed in the minds of the community, at that time, that Charles McCormick had been accidentally drowned. But the company already had had its suspicions awakened as to the genuineness of the drowning, and had instituted some inquiries which led to a belief that Charles was not lying in the cold embrace of the St. Lawrence.

It was ascertained that when McCormick returned to his boarding-place, on the morning of the 18th of August, *he donned his best clothes*. True, he was going to a funeral, but he did not come back afterwards and exchange the suit. He attended the funeral, after which he loitered about until afternoon, when he left, saying he was going to Massena to make collections. On his way there he was met by an acquaintance, who spent a while with him, and had an opportunity to observe that McCormick had a considerable sum of money in his possession. He spent the night in Massena, ostensibly at the hotel there, but it was known that he was at the house of a certain woman in that vicinity, sufficiently long to occasion comment by some uncharitable neighbors. The next morning, August 19th, he again called at the woman's house and bade the family good-by. He spent the day in loafing about, and then, towards evening, drove to the house of Mr. Rockwood, where he left his horse and buggy and procured the boat, as set forth in Rockwood's deposition. He had proposed to return to Ogdensburg by rail through Canada, when he might have driven back there as easily as he had driven from there, the distance being about thirty miles. It was pretty certain, too, there was "a woman in the case," and a woman not his wife.

At this stage of the narration we may introduce MARTHA, a comely young woman who had been deserted by her husband while living in a distant Western State. As a grass-widow she had been successful, having lived an adventurous life and had accumulated money among the gamblers and speculators who followed the construction of the Pacific Railroad. Martha had a sister and other relatives residing in the small town of Gouverneur, which is quite near the place where McCormick was last seen, and to this home, in her native village, Martha returned from her wanderings. She was living here at the time of McCormick's disappearance, and it was well known by certain persons that she and Charles had been on intimate relations. Martha's sister was a little piqued with the fact that such relations existed, as, prior to Martha's return home, Charles had been kindly attentive to herself. So the sister was inclined to talk with the special who was in pursuit of knowledge under difficulties, and she remembered how Martha had told her, just before the happening of the drowning, that "Charles was going to leave this little town, and would keel up on the bottom of the St. Lawrence River in less than a week," after which he would "go West," and there let his moustache grow, so that no one would know him. Furthermore, she had reason to believe that Martha had been in correspondence with Charles since his disappearance. She had seen and read part of a letter which Martha was then writing to "dear Charley," dated September 9th, and the sister was sure that, up to the date of McCormick's disappearance, Martha had no correspondent by the name of Charley. The village post-office clerk remembered how Martha had wanted him to get an Ogdensburg newspaper of the next week, for her. He did so, and when she called the next week for it, she directed his attention to an account in the paper of McCormick's accidental drowning. Martha's sister enlarged upon this fact, and remembered that Martha brought the paper home, and showing the account of the drowning, said, "Did I not tell you he was going to keel up on the bottom of the St. Lawrence River?"

Some weeks after McCormick's disappearance, after all excitement had subsided, Martha went West again. Exactly



where she went or how she lived during the ensuing ten months, is not fully known.

As the matter thus stood, the insurance people believed that a demand to recover under the policy would not be urged against the company, and for a while nothing further was done to solve the mystery. The claim was supposed to have been virtually abandoned, when, the following spring, the company's attention was again called to the matter by the legal adviser of Mrs. McCormick.

There had been periodical rumors of the discovery of McCormick's body, and one of the reports, which seemed to call for an investigation at the hands of the insurance company, may be alluded to at this point. The skeleton of a man was found on the Canada shore, in May, 1871, and it was announced that these were the bones of the missing Charles. But an examination disclosed the fact that the bones were those of an elderly person, which fact the numerous gray hairs found upon the skull fully confirmed. Charles had never seen one-half the number of winters that had passed over the head of this skeleton. It was observed that these remains were clothed in a heavy, thick, woolen suit, over which was a heavy broadcloth overcoat, closely buttoned up, indicating wintry weather at the time this person perished; whereas McCormick disappeared in August, upon one of the warmest days of that particularly warm month.

About this time, the latter part of May, 1871, some new facts came to the knowledge of the insurance company, which had the tendency to divert attention from the information which had been obtained from Martha's relatives. As the facts herein alluded to came to the company confidentially, and with the request that the particulars as to how they were obtained should not be divulged, we are unable to publish that which would otherwise be an interesting feature of this story. It will have to suffice our present purpose to say there existed good reasons for believing that the missing Charles was then in Girard, Kansas, or somewhere in that vicinity, within the knowledge of one Henry E. Perkins, a resident of that place. Upon inquiry, it was ascertained that this Perkins had been an army comrade of McCormick, they having enlisted in the same

regiment and company, where they served and messed together nearly four years. It was decided to send an experienced agent of the insurance company to Girard for further developments. Accordingly, a *pro tem.* detective made his appearance, *incog.*, in Girard, towards the latter part of June, and at once entered upon his task. Some two or three weeks were spent in a fruitless search, during which time an acquaintance with Perkins was formed, but only to learn nothing satisfactory concerning the missing McCormick. Perkins finally suspected the purpose of the agent's visit to Girard, and thereupon, seeking a private interview, unbosomed his suspicions and made known his entire ignorance and innocence of the matter. He feelingly expressed his willingness to furnish any and every aid or assistance in his power which would lead to the discovery of McCormick, if living. Whether Perkins's statements were true or false, it was now clear that nothing further was to be accomplished in that direction. The agent therefore returned eastward at once, and then took up the threads which linked the name of Charles with the now missing Martha.

His first effort was to find the whereabouts of Martha. She was traced to Chicago, and believed to be in that city. It took several weeks to trace her exact locality, but this was finally accomplished through letters addressed to her by a third party with whom she was acquainted. It was ascertained that she was keeping a cigar store in the city, and the detective soon found it convenient to buy his tobacco of her. In due time an interview with her led to an agreement on her part to furnish the company's agent with satisfactory and conclusive proof that Charles was not dead, but now living. She said he was living under an assumed name, but was not then residing with her, nor in Chicago. Finally, upon terms agreed upon between herself and the agent, she placed in the latter's hands four letters, dated respectively, August 23, 1870, September 6, 1870, October 24, 1870, and November 10, 1870. Accompanying these letters is Martha's statement, written by herself in a neat, business-like hand, from which we copy the following extract:

. . . . These letters were written by Charles McCormick, formerly of Ogdensburg, N. Y. The first three reached me at Gouverneur, N. Y., and the last named at Adams House, Chicago. I have had

no correspondence with him since the last letter herein named. The assumed name of C. H. Mack was understood between us before his disappearance from home in August, 1870.

This statement, signed by Martha's full name, is dated, "Chicago, August 25, 1871;" a little more than one year subsequent to McCormick's disappearance.

The first of these letters was written five days after his disappearance, at a time when his worthy father-in-law was "examining the shores of the islands in the St. Lawrence River, in search of the body of the said Charles." It was received by Martha while at her home in Gouverneur, N. Y., where she then was, and to which she replied by mail in accordance with pre-existing arrangements. This verifies the statements made by her sister concerning this alleged correspondence. The following is a verbatim copy:

OMORO, WIS., Aug. 23d, 1870.

MY DEAR MATTIE—I arrived at this place yesterday. I can't say as yet how long I may stay here, but think I will leave to-morrow morning. Now, dear, I can't write much, not but that my desire is good enough, but you know I am in rather a sad plight. I wish you were here, that you could be a source of comfort, you know I am of a lonely nature if left alone. You asked me to write you plainly; I will try to do so, and in a very few words. *I want you to join me at the earliest opportunity.* Now, I may not be able to send for you as soon as I would like, but believe me, Mattie, I will use every effort to advance the project. I want you to write me before you sleep, after getting this address.

C. H. MACK.

NEENAH, WINNEBAGO CO., WISCONSIN. My love to you, sweet one. Write me plainly so I may understand you.

C. H. MACK.

P. S. Wednesday, 3 o'clock, P. M. Send your letters to *Oshkosh, Winnebago Co., Wis., P. O. Box No. 318.* A kiss from C. H. M.

The second letter, written soon afterwards, reads as follows:

OSHKOSH, WIS., Sept. 6th, 1870.

DEAR FRIEND—Your kind note is at hand. I am pleased to learn that you are disposed to favor my proposal. Now, Mattie, remember that I am placed in a very *peculiar situation*. I have reason to believe that the people think I am "gone up" or down, really, I can't say which—and it now remains with you to say whether they shall so continue to think, or not. For God's sake, Mattie, as you value a true friend, do not indicate by either word, look, gesture or action,

that you know or even think of me! I am not fearful, Mattie, that you would knowingly divulge anything which would injure me. Always remember, dear, that I am and will be a friend, even though you should conclude in the future to discard me. Do not think I make this statement with a view to get your favor. My past life I believe to be one of honor towards a friend, and I fail to remember a case where I have ever deceived one.

I hope to receive a good long letter from you ere Saturday eve. I am as yet unsettled as regards my future prospect of business. I am to remain here one month yet, and then I will very likely know something further. I am well, and, for aught I know, happy—but you must write me often if you wish to keep me so. Darling, do not make a confidant of any one, not even Frank, and at some future day I will repay you for your constancy. Hoping you are enjoying life,

I remain yours, truly and ever,

C. H. MACK, Box 318.

The third letter is as follows:

JANESVILLE, WIS., October 24th, 1870.

DARLING MATTIE—I have but just received yours of Septem. 9th, and am now in doubt as to your being in Gouverneur. It was in consequence of my changing my P. O. address that your kind note did not reach me until so late a date. Hoping you will pardon me for this, I promise better hereafter. Should have written, but as I ordered all letters to be forwarded, and received none, I feared you did not write. Forgive my doubting, and write me at this place.

In haste,

C. H. M.

The fourth letter, which was directed to and received at the Adams House, Chicago, is as follows:

JANESVILLE, WIS., Novem. 10th, 1870.

MY DEAR MATTIE: Your dear note was duly received: am pleased with results, and trust they may continue favorable, yet I assure you, everything has not worked so smoothly here. I had to leave Oshkosh because of a person being there whom I knew. He, however, did not see me. In looking the Directory over I saw his name, and on inquiry learned he was the man whom I knew—a lawyer—and I knowing we would surely meet, had to "get up and get." I am sorry to say the change has not been a good one for me. I had a good situation at that place, but it is not so here. Therefore I am at present writing my last from this place: have my ticket in my pocket, and will leave to-morrow morning for Kansas. I do not know as yet in what part I will locate, but am going to Leavenworth. I am sorry it is so, Mattie, but I can not help it. I have not much money, though I have not gambled, as you heard. I deny the charge, excepting in

one instance to the amount of twelve dollars. I say I regret having to leave here so soon, as I wished you to join me before I moved, but my means will not allow me to wait. I must get into something soon. Oh! Mattie, it is hard when I think how poor I am, and consider my situation; and then when I remember what you said about money matters, it makes it still harder. Do you remember? It was at Frank's. It was this: that you did not care for a man unless he had money. I know, dear, you did not mean all this—did you? At least I will try and hope not.

How I would like to call in and take tea with you this evening! or rather, I would prefer to have you take tea with me. But as we cannot have that pleasure, let us hope for the time to hasten when we may be allowed even more—a loving kiss. Be cautious, my own darling, that you do not by word, action or look, give them to understand that you know where I am. But I need not caution you! However, you know Frank is sharp, and will guess more than half.

But I must close, as it is near train time, and I have to go out about five miles to another station to-night, and return ready to leave in the morning. I wish I could send my love to Jennie, but it would not do.

I am, as ever, yours truly,

C. H. MACK.

According to Martha's verbal statement, she and Charles had separated, and although he had gone back to Janesville, Wis., it was her belief that he was about leaving that place, even if he had not already gone. Without unnecessary delay, the agent pushed on to that city for the purpose of securing a personal interview with McCormick, or, failing in that, to identify him with C. H. Mack by means of his photograph, of which the agent had copies. On inquiry at the post-office in Janesville, it was ascertained that C. H. Mack had a box there; that he took a weekly newspaper through the same; that at times he came in person to the post-office, and at other times sent for his mail; and that he was sometimes seen in company with a family living some five or six miles from town.

Finally, the hunt was narrowed down closely, and on the 30th day of August, 1871, the agent came upon the long-lost Charles, and identified him through his resemblance to the photograph, when he at last acknowledged his real name, and subscribed to a statement from which we make the following extract:



*. . . . I learn that a claim has been made out under the policy in your company, the claimant representing that I am dead, and I hereby beg to inform you that the claim is not yet good, as I am living and in fair health.*

CHARLES McCORMICK.

During this interview of the agent with McCormick, it was ascertained that the latter had been in correspondence with Perkins, and had recently written him over his assumed name of C. H. Mack.

A few weeks subsequent to this discovery of McCormick, the following letter from him was received at the office of the insurance company:

KANSAS CITY, MO., Oct. 9, 1871.

SECRETARY OF TRAVELERS INS. CO., HARTFORD, CONN.:

SIR—Having seen one of your general agents, and given him a certificate of my being alive, I feel it a duty to myself to give a statement of the causes and feelings with which I left Ogdensburg, thereby causing a claim to be made for the insurance on my life.

First, I was indebted to the Agricultural Fire Insurance Company, Watertown, N. Y., and they wrote my surety that they would hold him for my indebtedness—they having before this told me in person that they would not hurry me. I thought then, as I believe now, that had they let me alone I could have paid all my liabilities in a short time. . . . True, this is no good reason for me to base a justification of my actions, yet this, in connection with the high estimate in which I held my surety, and a knowledge of the trust he had placed in me, with a sense of the mortification it would cause me to have the matter made public, worked on my mind to so great an extent as to entirely unfit me for business.

There was, as you undoubtedly know, having investigated the matter, *other reasons which I need not mention*. Suffice to say that I truly regret the action; but sir, I assure you that I had not then, nor have I now, a wish to wrong any person or persons, and I am resolved, Providence permitting, to refund any money which may have been advanced to or for me. . . .

Feeling that to write more would be only a rehearsal of matter which you understand, I will close. Hoping this may meet your favorable consideration,

I remain, etc.,

CHARLES McCORMICK.

P. S. I have heard that a statement was made to the effect that I had a large amount of money when I left. I deny, and can prove this to be false. Please address

CHARLES McCORMICK,

Care of Henry E. Perkins, Girard, Kansas.

For aught we know, Charles still luxuriates "out West," and mayhap the false and fickle Martha—who sold the secret of his hiding-place, regardless of Charles's despairing love-letters—has rejoined her lover since her cigar-shop was burned with twenty thousand other shops and dwellings, on that lurid night of the great fire. This little affair cost the insurance company a deal of trouble and considerable expense—all on account of Charles's foolish infatuation for Martha.

DONALD McLEOD.

An accident policy insuring the life of Donald McLeod, of Sherbrooke, Province of Quebec, Dominion of Canada, was written December 21, 1875, by the Travelers Insurance Company. Six days later the company's agent in Sherbrooke gave notice that the policy had become a claim, stating, in the course of his letter, that "Mr. McLeod went to the river for a barrel of water, and half an hour afterwards his team was found at the river-bank, his barrel afloat down the stream, and his cap floating near the team;" further, that at the "time of writing, half past nine p. m., parties were still searching for the body in the open water, in boats with torches."

In the sworn statement of the wife of McLeod, it is stated briefly that "the late Donald McLeod lost his life by drowning, at the junction of the rivers Magog and St. Francis, on the evening of the 27th day of December, 1875."

The particulars of his sudden departure are more fully given in the statement of one Joseph Whitehouse, who on his oath said: "I was in the employ of the late Donald McLeod, livery stable keeper in the city of Sherbrooke. Was employed as ostler. Thomas Price was employed there as teamster. About half-past five o'clock in the evening of the 27th day of December, 1875, Price and myself were at work in McLeod's stables, under his orders, when he entered the stable, having just come from his house, which is near by. I assisted him in harnessing a horse to the sleigh with which he had been accustomed to draw water from the river. The sleigh was coated with frozen ice, and the horse was rather an unsteady one. He drove to the river and I remained in the stable, intending to await his return, as the distance is not far and the trip ought

not to have taken him more than fifteen or twenty minutes. Mrs. McLeod, however, called me to go to tea, and told me to leave a lantern for her husband. I went with Price and we had tea. On going back to the stable we saw that McLeod had not returned. Price went to see what the trouble was, and in a few moments drove into the yard with the horse and sleigh, without barrel or pail, and telling me to hurry with him to the river, as he feared McLeod was drowned. We went at once to the river. The barrel and pail had by this time floated beyond the mouth of the Magog River, and was being carried by the current down the St. Francis River, towards the ice. The St. Francis River was open only for a small space about the mouth of the Magog River, and the remainder of it was all frozen over. It was a very cold night, and before lights and assistance of any use could be had, the body must have been carried under the ice of the St. Francis, as it could not be found in the small space of open water. The current of both rivers coming together at the mouth of the Magog would have a tendency to drive the body down the St. Francis and under the ice. From all the circumstances, I have no doubt of his having been drowned on that occasion."

The affidavit of Thomas Price corroborates that of Whitehouse, and also relates the following incidents: "I went to the stable after supper and saw that McLeod had not returned from the river. I started out to look down the hill to see if he was coming. Not seeing him, I went to the river. There I found the horse backed into the stream, the horse's fore feet standing on the edge of the ice in about a foot of water, the hind feet over the edge of the ice in water about three feet deep. The sleigh apparently was afloat and the barrel and pail were missing. I took the horse and sleigh immediately to the stable, and with others hastened back to the river, telling persons on the way of my fears that McLeod was drowned. A crowd soon gathered, one of whom found McLeod's cap drifted and frozen to the shore ice. At the mouth of the Magog River, where this occurred, a strong current prevails, and the waters of the St. Francis, into which the Magog empties, must have carried the body under the ice, as it could not be found in the open water."

Price further avers that he has "no doubt, from all the circumstances of the evening, that McLeod was drowned on that occasion."

In further support of the alleged drowning, the proofs of death exhibit the affidavit of a person who, passing at the time, noticed the horse and sleigh on the bank of the Magog, as McLeod was in the act of backing down to the river. It was too dark for this person to distinguish McLeod sufficiently to recognize him, but he observed a man standing on the rear end of a sleigh or sled, behind a barrel, backing a horse into the water. As this was a common occurrence, the witness paid no particular attention to it at the time, but returning soon afterwards, when passing the same place, where he had previously noticed the horse and sleigh, in looking across the river he saw a water-barrel and pail floating out from the Magog towards the St. Francis River. Witness simply thought the man whom he had previously seen had lost his barrel and pail; and he further states that the interval of time between going and returning, was no more than would have been necessary for the occurrence of such an accident to the person in charge of the team.

Upon this evidence the widow of McLeod demanded payment of the principal sum insured; and similar affidavits were submitted to the *Etna Life Insurance Company* of Hartford, in support of a claim arising under a policy written upon McLeod's life by that company. In presenting these claims against the insurance companies, a gentleman who announced himself as a brother-in-law of the widow, and also as "secretary to one of the ministers of the crown," addressed the companies by letters, saying: "The evidence is, of course, circumstantial; but I believe no equitable doubt remains of Mr. McLeod's death, at the time and in the manner specified."

The preliminary proofs were not submitted until the May following McLeod's disappearance, they having been delayed in view of the possibility of his body being found on the breaking up of the ice. In the month of July a body was found in the St. Lawrence River, into which the St. Francis flows, which was thought to be that of McLeod. Upon examination it was found to be the body of a much older person than McLeod,

and although the clothing upon it was torn to rags by the action of the water, sufficient remained to determine that the pantaloons and shirt were different in fabric from those which McLeod was known to have worn.

An early investigation of the circumstances surrounding the case at the time of McLeod's disappearance, led to the belief that the manner of his departure was not strictly in accordance with the presumption of death by drowning. There were numerous little facts, trivial in themselves and apparent only to the careful observer, which justified such belief, and which furnished the usual ear-marks of fraud. In illustration we may mention the finding of McLeod's cap. It was an old, tightly fitting seal-skin cap, which, drawn upon his head as he was accustomed to wear it—and especially as he would wear it upon so cold a night as the one in question—would not easily come off upon his accidentally falling into the water. But if it did come off, it could not of itself, or by the action of the current, get upon the fixed shore ice where it was found. This was simply a physical impossibility, overlooked at the time, but none the less significant.

It was a long time before any trace of the missing man was obtained, but through post-office communications it was suspected he had gone South, and probably to Louisville, Ky. Inquiries in Louisville led to the finding of a maternal uncle of McLeod, and this uncle, although he knew nothing of the missing man, was able to give the names and residences of relatives of whom inquiry might be made. One of the names thus mentioned was that of the Louisville man's brother, another uncle of McLeod; and near his residence, upon a sheep ranche in Live Oak County, Texas, the materialized form of Donald McLeod, the *doppelganger*, may be seen. There his wife has rejoined him, and there we leave him.

Any one who will examine a map of the country will find it to be a long and perilous journey for a man to undertake, especially during the inclement season of the year upon which McLeod set out upon his voyage. Starting from the mouth of the Magog River, thence by the St. Francis and St. Lawrence to the Atlantic, much of the way under ice; thence floating against the current of the Gulf-stream, he is carried through the



Atlantic into and through the Gulf of Mexico; thence being irresistibly drawn into the mouth of the Nueces River, he is finally cast ashore upon the river bank, near the little town of Oakville.

Later developments suggest another and quite different route as the one by which he finally arrived in Texas. It is thereby shown that upon the night of his disappearance he first put his fur coat and an extra cap into the water-barrel which he took to the river. Then, after arranging the horse and sleigh in the water as subsequently discovered, tipping the barrel and pail into the river, and throwing his wet cap on the ice in a place where the current could not wash it away, he went down along the bank of the St. Francis until he could cross upon the ice to the opposite side. He then proceeded on the ice up the river until he passed the railway passenger station, when he pursued his way along the track and walked thereon to a station about twenty miles east from Sherbrooke, where he entered a Pullman sleeping-car. He paid his fare on the cars, to escape recognition by purchasing a ticket at the station; and thus continued on his way, mostly by rail.

The reader is at liberty to adopt either version of his journey to Texas, but the one by water is more consistent with the proofs of death.

#### A REPENTANT FOOL.

In the year 1874, resided in Louisiana, Pike County, Mo., a man named Charles A. Folk, about thirty-five years old, respectably connected, and possessed of considerable intelligence but not much energy. He had been a section boss on a railroad. He had a wife who was the stronger-minded of the two, and played the part of Gretchen to his Rip Van Winkle; for, like Rip, he was fond of hunting, fishing, loafing about corners and whittling the edges of dry goods boxes. His domestic relations were not altogether lovely, and he was addicted to long absences from home. He did not have the utmost confidence in the fidelity of his wife, but was somewhat indifferent about the matter. Among Folk's intimate friends was one Wm. Moseley, a resident of Bowling Green, the county-seat of Pike, where many a time and oft the eloquence of men

whose fame has reached as far as St. Louis has shaken the rafters of the Court House. Folk suspected that Moseley was a trifle too intimate with his wife, but, like a good, easy soul, he said nothing, and expressed no surprise on finding them together on his return from a fishing excursion to the Sny, or a duck-hunt on Grassy Creek.

One day, while the three friends were together, the subject of life insurance came up, and it was agreed between them that Folk should take out a policy of \$10,000 on his life, in favor of Mrs. Folk. Moseley, the generous and disinterested friend, furnished the money to pay the premiums. On the 13th of August, 1874, the policy was taken out in the New York Life, in favor of Olive A. Folk. The "next friend," or whatever the term may be in such transactions, was Wm. Moseley. The half-yearly premiums were \$125 each; the first one was paid, and the next was due in February, 1875. So far, every thing seemed proper and legitimate.

About the middle of January, Folk disappeared, and was seen no more at the corner grocery, nor trolling for cat-fish in Salt River. At that time the Mississippi was frozen over, and at a certain place there was a large air-hole. Near this air-hole the coat, hat, and gun of Folk were found—left lying around loose, as a man would have left such things when he intends plunging into eternity through such an air-hole in the ice. Poor fellow! Weary of life, or maddened by jealousy, he had gone to a shivering death in the bosom of the dark river, and would become food for the very cat-fish he had attempted to ensnare. His disconsolate wife was almost distracted by her sad bereavement, and wept long and loudly. Moseley, too, his bosom friend, groaned and lamented, and moralized on the uncertainty of life and the horror of suicide. Search was made for the body; the air-hole was sounded, and other air-holes below were watched, but the body of the section boss did not pop up. After a short season of mourning, the widow thought of the insurance on the life of the dear departed, and consulted her "next friend," Moseley, concerning it. It was necessary to employ a lawyer, and one David P. Dyer was selected as the most suitable lawyer to manage the case. Proofs of the drowning of Folk were sent to Mr. William L.

Hill, the local agent of the New York Life at St. Louis, and the payment of the policy demanded. As the *corpus delicti* had not been proved, Mr. Hill concluded to wait a while before paying the \$10,000. The result showed that his caution was well taken. A few days afterwards Mr. Hill received a letter dated Memphis, Tenn., and signed by Charles A. Folk, requesting him not to pay the money to his wife, as he was alive and kicking. Persons familiar with the writing of Folk identified the letter as genuine; but Mr. Dyer insisted that it was a forgery. The company, however, refused to pay, and suit was brought in the Court of Common Pleas at St. Louis to enforce the payment.

Further proofs were necessary and were not wanting. The *corpus delicti* would settle the business, and when the ice in the river broke up in the spring, a colored man was found who testified that he saw the bloated carcass of Folk among some fragments of floating ice, sailing down towards the jetties, ready to be fished out by some enterprising coroner. Still Mr. Hill was incredulous, and was convinced that Folk was alive. The circumstances of the case convinced him that a deep-laid conspiracy had been entered into to defraud his company, and he followed the policy of fighting the case to the bitter end, if it cost the whole \$10,000 to do it.

In the fall the case was removed to the United States Circuit Court in St. Louis. In the spring of 1876 the case was called, but the judge had more important matters on hand, and it was continued to September.

Parties in interest entered into the plans of Mr. Hill, who had taken measures at the beginning to ferret out what was believed to be a cunning conspiracy. Mr. Hill went to Memphis and placed himself in communication with Mr. P. R. Athy, Chief of Police of that city, to whom he related all the facts in his possession. Folk had assumed the name of R. Russell at Memphis, and afterwards that of J. R. Sloan. He had disappeared from Memphis, and left no trace of his whereabouts. It is supposed that when he wrote to Mr. Hill, informing him of his existence in the flesh, he was moved partly by fear of detection and partly by revenge against Moseley. He believed that Moseley was living with his wife, and had

entered into the conspiracy to get rid of him and to share the spoils with the woman.

Chief Athy sent a description of Folk to all parts of the South, and a reward was offered for his arrest. After a diligent search of eighteen months, the fugitive was arrested at a place called Surrounded Hill, in Prairie County, Arkansas, by Sheriff Williams, of that county. Mr. Hill obtained a requisition and brought the prisoner to St. Louis, and lodged him in jail.

Being taken into custody, Folk expressed extreme gratification at the event. He had been wandering in the wild woods so long, a fugitive from justice, haunted by a remorseful conscience, and stung almost to madness by the conviction that his wife was not only untrue to him, but had conspired with her paramour to rid herself of his presence, that he was glad of a change. He had become a vagabond on the earth, afraid to look upon the face of a white man, and had made his home in a miserable cabin inhabited by negroes, with whom he associated on terms of equality, though he knew they were his superiors in morality, if not in intelligence. When taken on board the train and placed in a sleeper, he could not contain his joy, but gave vent to his feelings in loud and oft-repeated self-gratulations. On being locked up in jail, he was still better pleased, and declared his cell was a luxurious apartment compared with the place he had been occupying in Arkansas. He said he wished his wife and her lover no greater punishment than to be compelled to pass thirteen months of their lives down in Rackensack, where he had been.

#### A DISAPPEARANCE IN THE BLACK HILLS.

The gold mania, engendered by the reported discoveries of the precious metal in the Black Hills country, freshened the activity of the adventurous classes. Cleveland did not escape the contagion, and six of its citizens, including one James Hearn and his son, made preparations to violate the treaty of the Government with the Indian occupants, and poach upon their hunting-grounds. The party travelled together until they reached Wolf Mountain, north of the Black Hills, where Hearn and son, by mutual arrangement, parted from their companions, to pursue a different course and seek their fortunes alone. The

father and son had not proceeded a great distance when, according to the statement of young Hearn, they were attacked by Indians, and his father was shot in the forehead and thigh. Of course young Hearn did all that an affectionate and dutiful son should do under the unfortunate circumstances. He tried his best to save his father's life, but all efforts were in vain. The deadly bullet had completed its work, and nothing was left for the sorrowing youth but to give his paternal ancestor decent burial. After performing the last sad and solemn funeral rites the young man arrived at Yankton, and, finding himself without funds, telegraphed to Cleveland for the means with which to return to his widowed mother. The disconsolate youth returned, and, after the lapse of a brief period, applied for the insurance which Hearn, senior, had, with wise forethought, effected upon his life. From certain suspicious circumstances the insurance companies prudently refused to pay one dollar of the sum claimed, and the consequence was a lawsuit, which resulted in a verdict for the plaintiff. The counsel for the defence were not at all disconcerted at the turn affairs had taken, but simply asked for a stay of proceedings.

Now comes the interesting part of the business. Immediately after the trial, Mr. E. K. Wilcox, in company with Detective Reed, started for Lake County, Ohio, and, in their rambles around Madison, a village about forty miles from Cleveland, they thought they saw something which looked very much like the departed James Hearn. At first they were inclined to doubt their senses, and determined to wait and watch. About midnight again they saw the supposed corpse, and traced him to the house where he was staying, where, upon an interview, the dead James Hearn, who had been shot in cold blood in the Black Hills, was found to be alive and well. Upon recognition there were no hearty congratulations, but all that was heard was the laconic "You're my prisoner," and the sharp click of the handcuffs. The prisoner, seeing that all resistance was useless, meekly accepted the situation. When the big game had been bagged in Lake County, a dispatch was sent to Cleveland to forward James Hearn, Jr., which was promptly done, and the affectionate couple were reunited in jail, and detained to answer the charge of perjury, attempt at swindling, and subornation of perjury.



## EVANS, THE NORTHWOOD MURDERER.

On the 16th of August, 1870, Franklin B. Evans, a man sixty years of age, then living at the house of his brother-in-law, Elias Evans, in Derry, New Hampshire, called at the Boston agency of the Travelers Insurance Company, and, on pretence of going to Canada, obtained a general accident policy for one month, in the sum of \$1,500, for the benefit of his brother Elias. On the 29th of the same month, the beneficiary, a man between fifty and sixty years of age, notified the company that Franklin B. Evans had been drowned, accidentally, on the evening of the 24th, while bathing at Hampton Beach, New Hampshire.

Inquiry into the matter by the adjuster of the company aroused his suspicions, and he proceeded to investigate the case more minutely. He found that Evans had called at the Granite House, Hampton Beach, on the afternoon of the 24th of August, and arranged for rooms and board for himself and two friends, who were to come there. On his arrival, Evans had requested the clerk to enter his name upon the hotel register, which was done. No room was assigned him, nor was he present at any meal. The same evening he was in the office of the hotel, and had some conversation with the clerk relative to bathing near the House. This was the last seen of him. The next morning clothes were found spread upon the beach, at a time when there appeared to be no one in bathing to whom they might belong. Finally, the garments were examined, and from papers found in the pockets, the clothing was supposed to be that of Franklin B. Evans. In the course of the day Elias Evans arrived at the Beach from his home in Derry, and inquired for Franklin. He was informed of the clothing that had been found, and at once identified it as having belonged to his brother Franklin.

Immediate search for the body was made. The morning was calm and clear, and the translucency of the water permitted a good examination of the sea-bottom at considerable depth; but although boats passed carefully over all that portion of the water where it was supposed the missing body might be, no discovery was made.

After a visit to Derry, and interviews with several parties living there, the adjuster became satisfied that the whole affair was a fraud, and he freely stated his convictions to Elias Evans. He further refused to accept the allegations as satisfactory proofs of loss, and demanded the surrender of the policy.

Nothing further was heard from Franklin B. Evans for more than two years. About the 1st of November, 1872, he was revealed to the world as a monster of cruelty and villainy. He was arrested and tried for the fiendish outrage and murder, at Northwood, of Georgianna Lovering, aged fourteen years, the grandchild of his sister, Mrs. Day. To his conviction of this awful atrocity, the details of which are as heartrending as anything in the whole range of criminal annals, was added his own confession, not only of the murder of Georgie, but of a little child, the daughter of Mr. Mills, of Derry, in 1850, and of repeated guilt in theft, counterfeiting, defrauding, adultery, and incest. As one portion of these confessions forms a fitting sequel to the particulars we have given, and justifies the Travelers Insurance Company in resisting what was presumably a fraud, we subjoin a copy:

NEW HAMPSHIRE STATE PRISON,  
CONCORD, N. H., February 14, 1874.

TO THE TRAVELERS INSURANCE COMPANY, HARTFORD, CONN.:

GENTLEMEN—In the month of August, 1870, I was a poor man and thought of a plan whereby I could obtain some money. Together with Elias Evans, I planned to obtain an accident insurance upon my life; the insurance to be for his benefit. Elias is my brother-in-law, he having married my sister, and lives in Derry, N. H.

Having decided upon our plan of operation for defrauding your company, I went to your office in Boston, on the 16th day of August, 1870, and made application for a policy, stating to your agent that I contemplated a visit to Canada. A policy, insuring my life for \$1,500, for one month, was written by your Boston agency, and was made payable to my brother-in-law, Elias.

Having obtained the policy, I went to Hampton Beach and made arrangement for board at the Granite House there. This was on the afternoon of the 24th of August. That evening I went out of the hotel, saying to the hotel clerk I was going in bathing. I did not go into the water at all. I took off my clothing, leaving it all on the beach, and put on another suit which I had provided for the purpose. I left my clothes lying on the beach at about ten o'clock that night. The day after I left the Beach, while walking in the road

near Raymond, Lawyer Bartlett came along and took me into his carriage and carried me a few rods, when I got out at a cider-mill, where was some new cider being made. I went up into Northern Vermont. Elias did not know where I was going, for when I left him I told him it was better he should not know where I was going, so that when he was inquired of about it he would not have to lie about it.

I got tired staying off up in Vermont, hiding up. I concluded to return to Derry, and did so in about four weeks after I left the Beach. I was hid in Elias's barn for awhile. While I was in the barn I learned from Elias that your agent had been there to see Elias, and that he did not believe I was drowned, and that he would not pay the \$1,500 to Elias. Elias and I had arranged that if the money was paid, he was to have \$300, and I was to have \$1,000.

I feel that I have done wrong in this matter, and want you to forgive me.

FRANKLIN B. EVANS.

Witness: J. C. PILSBURY, *Warden*.

On the 17th of February, 1874, the hoary-headed scoundrel expiated his crimes on the gallows at Concord, New Hampshire.

#### A LAME MAN LEAVES TRACKS OF BETRAYAL.

Joseph L. Clement, a shiftless and worthless fellow, lived at Brownfield, Maine. He had a wife and two children, and a brown companion named George A. Hartford. In May, 1871, Clement obtained a policy of \$5,000 upon his life in the Northwestern Mutual Life, and in September of the same year \$5,000 more in the Travelers, and \$5,000 in the Economical, \$15,000 in all, the last policy being dated September 27, 1871. Out of these facts grew incidents which brought Clement into notoriety. During the evening of October 3, 1871, Clement and his crony, Hartford, were returning home from Cornish in separate teams. According to Hartford's statement, when about five miles from Cornish, where the road runs along a bluff of the Saco River, Clement started ahead. Soon afterward Hartford heard a noise, a splash in the water and loud cries for help. He hastened to the spot and shouted over the bank in the darkness, but received no reply. He hurried to Hiram bridge, in the neighborhood, gave the alarm, and procured assistance. The body of the horse and the wagon

were found in the river, but Clement could not be found. In October, 1874, suit was brought by Mrs. Ruth H. Clement against the Economical to recover under its policy, but it was resisted on the ground of gross fraud. Defendant's counsel contended that the horse had been backed over the bank, and had received a heavy blow between the eyes as he went over; it was also claimed that the cloth and hat found in the road were placed there by Hartford. It was shown, moreover, that Clement was lame in the left foot, occasioning a hitch in his walk, and leaving a peculiar track. The track was discovered the next morning leading from the place of the occurrence, and the same track was found within a fortnight after, between Hartford's house and the neighborhood where Cyrus Durgin, brother-in-law of Clement, resided. Dr. Jesse P. Swett also saw a man he thought to be Clement coming out of the road leading to Hartford's, who suddenly disappeared in the woods. The same man was seen by other parties, but soon after he disappeared entirely. Defendants alleged that he had gone to some other part of the country, where he was living under an assumed name. The jury returned a verdict for the defendant company on the ground of fraud, and that the man had been seen alive since his presumed death.

On the 24th of September, 1878, Mrs. Clement brought suit against the Travelers, in the United States District Court, before Judge Fox. After the case was called, the counsel for the defense produced an affidavit, signed by the mother and sister of Clement, which sets forth that he was not drowned at the time of the loss of the team, but had hid in the woods, where he remained for some time. While there his tracks were seen and aroused suspicion, owing to a peculiar formation of one of his feet. He managed to communicate with his mother, and, as soon as he could escape, went to Blue Earth, Minnesota. His mother removed to the same place, and there they had been together until a year past, when Clement went to the Black Hills, and his mother returned to Waterboro, Maine. She remained quiet, but the lawyers got wind of her presence, a justice of the peace sought her out, and finally she and her daughter signed an affidavit to the above facts. The lawyer, by letters, had found out where Clement was.

## THE CAPTURE OF A SHREWD TRICKSTER.

In cases of mysterious disappearance where claims have been brought to recover under life or accident insurance policies, the evidence was at first almost wholly of a circumstantial nature, such as the finding of the hat or coat of a missing man in places or under conditions that would lead to a presumption of death by accident. Fraudulent claims arising from such cases became so numerous that the accident companies sought to protect themselves by specifically providing in their policies that "this insurance does not cover disappearance." Therefore, to establish a valid claim it now becomes necessary to identify the dead body of the insured, or to furnish credible eye-witnesses to an alleged accident. The substitution of a body in a fraudulent case is attended with no little risk of detection, while arranging for eye-witnesses to a pretended accident almost necessarily means conspiracy and its attendant dangers. Each of these schemes is occasionally practiced, but disappearance claims are much less frequent than formerly, probably because of the increased hazard incurred through the necessity of having more than one interested person in the plot. It is, of course, possible that a trick may be so adroitly planned and be carried out with such masterly ability that even the eye-witnesses themselves may be deceived, and thereby led to give their aid and co-operation in an attempt to defraud.

In a case whose details are as follows, eye-witnesses to the drowning of Joel Pieper attempt to explain their innocence on the grounds of such deception, and Pieper himself endorses their explanations, thereby appropriating to himself all the cunning, all the skill, and all the glory belonging to his fraudulent venture. Joel is therefore undoubtedly the hero of this tale, and it is proper that he should be presented to the reader as such. At the time of which we write, in the fall of 1880, he was a resident of Quincy, Ill., called himself a farmer, fifty years of age, was married, and, so far as known, enjoyed a somewhat unenviable reputation. A few months previous he had been indicted for burglary and was out on bail, his bondsmen expecting him to appear at the November term of court. In this matter of burglary Joe had a pal, or confederate in crime, named Scott, who also was indicted, but being obliged



to stand trial, was convicted and duly sentenced to the penitentiary. Shortly before the time when Pieper would have to appear for trial—that is to say on October 9, 1880—he obtained two insurance policies written by the Travelers Insurance Company of Hartford, Conn., in the total sum of \$4,000, upon his valuable life, procuring them through an agent to whom he was a stranger. The policies were made payable to his wife in the event of his death by accident. Notice of the untimely drowning of the insured soon followed, the alleged widow presenting sworn statements as follows: First, her personal affidavit, . . . "that said Joel Pieper in company with Thomas H. Bryant and James H. Bryant did, on the morning of October 31, 1880, start from his house in Quincy, Ill., with the intention of crossing the Mississippi river into Missouri for the purpose of gathering nuts and persimmons, and has never returned."

Pieper's two companions, whose names Mrs. Pieper mentions, were her own brothers. Their affidavit in support of her claim under the insurance policies is as follows: . . . "They were with said Joel Pieper in a small boat or skiff on the Mississippi river about eight miles south of Quincy, Ill., on the Missouri side, October 31, 1880. At said time we saw said Pieper fall out of said skiff into the river, and that he rose to the surface of the water but once afterward, and then about thirty feet below or down the river from the boat, and that they used every means in their power to rescue and save said Pieper from drowning, but without effect. And further, that they believe and are fully satisfied said Joel Pieper was drowned at that time and place, although his body has not as yet been found and identified. Said Pieper had on, at the time of said accident, a very heavy overcoat, buttoned up close to the throat, which said affiants believe had a tendency to hold the body under water."

These two eye-witnesses, who were brothers-in-law of Pieper, a few days after the occurrence were able to show, satisfactorily to the court, why and wherefore Pieper could not appear in answer to the indictment for burglary, and the forfeiture of bail by his bondsmen was accordingly set aside. The two Bryants were on the bond.

Public opinion seemed to be divided upon the credibility of the drowning story as related by the Bryants. The affiants were young men of good reputation for veracity, and those who knew them personally felt confident that they were incapable of being parties to a conspiracy to defraud. Mrs. Pieper employed as her counsel one of the leading lawyers of Quincy, and he informed the representative of the insurance company that he had fully satisfied himself of the honesty of his client's cause before he consented to advocate it. He further wrote, . . . "I took great pains to inquire fully about the facts. I am aware of the occasional attempts to defraud in matters of this sort; I am satisfied, however, that this is not one of them. Whilst I feel certain as to this, I also feel that it is proper the company should have ample time to become fully satisfied before paying the insurance." On the other hand, there were not a few who expressed their belief that such a combination of circumstances—that is, of indictment for burglary, of obtaining bail, of the near approach of trial, of the insurance, of the accident, and of the relationship of the *dramatis personæ*—clearly indicated trickery and fraud; and it appeared to be a general opinion that if Pieper was not actually drowned as alleged, it must be because he had been landed dry-shod from the boat upon the Missouri shore, and was then in hiding.

A year elapsed, and October, 1881, arrived without any material disclosures touching the missing man. True, the local newspapers had published a rumor in August previous that Pieper had been seen in St. Louis alive and well, but added that "the story is not credible, and the evidence is entirely too slight to allow belief that Pieper is alive." No effort to find him had been made, and the insurance company realized that it now was necessary to pay the claim or satisfy the courts that it should not. It was decided that a search should be instituted with a view to ascertain something conclusive, one way or the other. The first move was to obtain reliable and thorough information as to Pieper's habits, mode of life, and general surroundings. As a result, a more negative character would be hard to find. He seemed to have lived pretty much to himself, with but few associates and no intimates. It was some

days before any one could be found outside of his wife's family who really knew him personally. Finally one Brown was got hold of, a sort of a river habitué, who knew Joe Pieper and more about him and his antecedents than did any one previously seen. According to Brown's account, Pieper, who had stated in his insurance application that he was "a farmer," had not been on a farm for years, but was by turns a boat carpenter, fisherman, and swamp hunter.

Becoming satisfied as to Brown's reliability and fidelity, he was employed to enter upon a prolonged search. The trail was an old one and it had become cold, but the amateur detective started down the river, making only brief stops until he reached St. Louis. He remained a few days in and near that city, and satisfied himself that Pieper had been there about a year previous, or very soon after the "drowning." Getting no further trace, Brown then went to Cairo, Ill., and there took a skiff and ransacked the river landings and islands as far down as Fort Pillow. At one of the islands forty or fifty miles below Cairo he first struck the trail. Pieper had been there some months before. Nothing further was learned, however, until he reached Fort Pillow. Brown knew that Pieper had a relative some miles from this place, so he then abandoned the river and went into the country. It required several days' tramping, often retracing his steps, before he successfully located the relative; but when it was accomplished, he had the satisfaction of learning from the neighbors that Pieper was then at this relative's house. Brown then went to Ripley, Tenn., the nearest point where he could communicate with the insurance company, and reported the situation. The next thing to be done was to obtain Pieper's arrest; Brown in the meantime being quietly on guard, but wholly unknown to Pieper. A complaint was duly made charging Pieper, his wife, and his brothers-in-law, with conspiracy to defraud, and a copy of the complaint was forwarded to a lawyer in Ripley, to whom Brown was ordered to report in person. The arrest was made December 3, 1881, and was so well planned and suddenly executed that Pieper made no resistance. On receipt of telegrams announcing the arrest, a requisition was obtained, and the Quincy chief-of-police was sent as messenger. He returned at

once to Quincy with his prisoner, who was lodged in jail. So quietly was this done that the other participants in the affair, Mrs. Pieper and her two brothers, were taken completely by surprise.

Pieper was duly arraigned for a hearing, and his story was substantially as follows: While out on bail to appear in the burglary case of the year previous, he devised the scheme to get his life insured, disappear under such circumstances as to leave a presumption of his death, and thereby escape the law, provide for his wife, and release his bondsmen all at the same time. Accordingly, after effecting the insurance, he induced his brothers-in-law to go with him down the river in a skiff after persimmons and nuts. They spent most of the afternoon in the woods, and shortly before sunset started for home. Having selected beforehand the place in the river, he, under pretext of changing seats with one of the Bryants, purposely fell out of the skiff, and swam under water to a drift pile about one hundred yards from where he went overboard. He lay concealed amongst the brush and logs, with his body in the water, till after the search by his brothers-in-law had ended; then leaving his hiding place he made for the shore, and went to St. Louis and thence to Fort Pillow, Tenn. He swore that his wife and her brothers knew nothing of the scheme, and that he took the two Bryants along in the boat in order that they might be good witnesses of his death at the time of the pretended drowning. On cross-examination he admitted that on arriving in St. Louis he met the father of the two Bryants and of his wife. He asserted that he did not tell his father-in-law about the circumstances under which he left home, and that he did not request him to refrain from mentioning, by letter or otherwise, the fact of his being very much alive. This father-in-law Bryant accompanied him to Fort Pillow, and worked with him there or in the immediate vicinity until the following May, when he, Bryant, returned to Quincy.

Mrs. Pieper, the ex-widow, testified that her father came to Quincy in May, 1881, and remained until some time in August following, and that he had never given her any intimation that her husband was living. Of course, she had never had the slightest doubt of her husband's death until she saw him in

jail. How much truth or falsehood went to make up the story which Pieper told, was of little consequence to the insurance company. Its interest in him ceased when it had restored him to the bosom of his afflicted family.

#### THE CAPTURE OF FRAKER.

In the summer of 1893 Dr. George W. Fraker was physician to the St. Elmo Hotel, the leading hotel in Excelsior Springs, Mo., a health resort near Kansas City. Together with several companions the doctor went fishing in the Missouri river one day in July, and after dark, while in the company of George Harry, James Triplett, and "Jake" Crowley, a negro, he disappeared and was seen no more. These three persons swore positively that they heard a splash and immediately afterward saw Fraker waist-deep in the water, he having fallen down a bank into the river. At the place of the alleged accident there is a violent current or eddy in the river where logs or stumps being drawn in would be whirled around as in a maelstrom, and it seemed impossible that a man falling in there could escape with his life.

The next Sunday after the reported drowning a memorial service was held at the Springs, a great crowd being present. The funeral oration extolled the virtues of the doctor, the music was charming and the flowers were in profusion. Some who were present regarded the funeral as a mockery, but it was generally believed that the turbid waters of the Missouri had closed over the doctor's lifeless body.

Three or four months previous to this occurrence Dr. Fraker began to load up with life insurance, taking \$10,000 in the Kansas Mutual Life of Topeka; \$15,000 in the Hartford Life and Annuity; \$15,000 in the Provident Savings of New York; \$10,000 in the Equitable Life of New York, and \$8,000 in benevolent societies; a total of \$58,000. Immediately after his disappearance, the insurance companies held a conference and discovered that while the doctor's income was only about \$1,800 a year, his premiums amounted to more than \$1,000 annually. Besides this, George Harry and James Triplett, who swore to having witnessed Fraker's death, were men of bad character, Harry having been arrested in Eastern Missouri on a charge of burglary in New Mexico.



Before going on his fishing excursion Fraker had drawn all his money from the bank, saying he was about to start for California to bring home the orphan children of his deceased uncle. Forty thousand dollars of the insurance money was payable to his brother-in-law in trust for the children. Dr. Fraker, who had practiced medicine for eight years, was a great fraternity man, and was an active leader in Sunday school work, but held rather peculiar views on religious subjects. After a thorough investigation, all the companies, except the Equitable, refused to pay the claims, whereupon James E. Lincoln, the executor of the will, brought suit in the district court at Liberty, Mo., which was afterward transferred to the United States Circuit Court at Kansas City. Robert T. Herrick, an attorney of Topeka, was appointed to conduct the case for the companies jointly, and was assisted by eminent legal talent. In December, 1894, after a sensational trial lasting two weeks, the case went to the jury after the Court had given it instructions which inclined very favorably in the direction of the plaintiff, as will appear by the following quotation:

"As men do not ordinarily engage in such a conspiracy or undertaking without some underlying motive or incentive, the question naturally enough suggests itself to an honest mind, where is to be found in this evidence any satisfactory motive or inducement for these men to come into court and commit perjury to enable Dr. Fraker to accomplish such a stupendous fraud? It may be that the mind can conceive, and there may be in actual history incidents of men of so depraved motives or so bound by the mastery of attachment to a friend, that without money or hope of reward they would sacrifice truth and their oaths to advance the wicked course of another."

The jury was out only twenty minutes and returned a verdict against the insurance companies. An application was made for a new trial, but in February the insurance companies agreed with the Fraker heirs that, unless the body of Fraker was found within six months, the money would be paid. The six months expired August 12, and in the meantime the companies ran down several false clues and, failing to find the doctor, paid over to the executor the several judgments, and at the same time withdrew their offer of \$20,000 for the arrest of Fraker.

Herrick, who deserves to rank with the best detectives of modern times, obtained a clue in the latter part of 1894, which he patiently followed until some time in August, when he learned the hiding place and assumed name of the doctor. On the 29th he arrived in Tower, Minn., together with John Wilkinson, Chief of Police of Topeka, to assist in taking Fraker back. Herrick and Wilkinson learned that Dr. Fraker went by the name of Schnell, and lived with a young man in a woodman's hut fifty miles from Tower, on the Itasca county road. A warrant was secured in Tower, and on Sunday morning, September 1st, accompanied by Deputy Sheriff Philip and a guide, they started for the place. Before they had gone far the guide told them that Schnell had recently moved to a shanty only thirteen miles from Tower. Their course was then changed, and about twelve miles from Tower, Philip, who was acquainted with Fraker under his alias as Schnell, saw Fraker's companion in a shanty near the wood, and on inquiring where the doctor was, learned that he had just moved to this place, and was out hunting. The young man was placed under guard, and about two miles further on, Dr. Fraker, with a gun on his shoulder, was found. Herrick engaged him in conversation, when suddenly Philip seized his arms, and Wilkinson put on the handcuffs.

Fraker thought he had been arrested for killing game out of season, as Philip was also game warden. When the warrant was read to him he was thunderstruck, but admitted his identity at once. He was brought to Tower, together with his companion. Fraker readily agreed to accompany the officers to Missouri without waiting for extradition papers. He stated that he had expected his relatives to get a portion of the insurance money, and himself some also. He had been greatly benefited, he said, by the waters of a spring where he was staying.

Fraker's hiding place was only a day's travel from the Canadian boundary. He had been there about six months, coming into town occasionally for mail and provisions. His supply of money was quite low, and he evidently expected some shortly.

He said that at the time of the drowning "fake" he went

directly to Kansas City, shaved off his beard, and after three or four days went to Chicago, thence to Milwaukee, where he assumed the name of William Schnell, and where he stayed most of the fall of 1893. He then went from one place to another until he finally reached the wilds of Northern Minnesota, where he was living, with only a boy for his companion, at the time of his capture. He expressed a relief in being captured, saying: "I have wanted a thousand times to come back, but the disgrace and what people were saying about me kept me from doing so. This living death is horrible, and I am glad now I am going back."

As his executor had not yet distributed the money, Mr. Herrick telegraphed to Kansas City to have suit instituted against him at once to recover it. A reversal of the decree of the United States Circuit Court followed on the 6th of November. By agreement of all concerned, a decree was entered by Judge Phillips whereby the insurance companies, which paid nearly \$50,000 to the heirs of Dr. George W. Fraker, were to recover all the money except about \$4,000, which had been spent by the executor of the will in administering on the estate of Dr. Fraker and in prosecuting suits against the insurance companies. The parties to the agreement were the attorneys for the insurance companies, and Judge James E. Lincoln, executor of the will of Dr. Fraker. The total amount recovered by all the companies was \$36,557.04, but this was not all in cash, and it is uncertain yet what it will net the companies. The Equitable made a compromise settlement, before trial, for \$8,500.

The new decree provided that the judgment rendered by the court, February 12, 1895, ordering the insurance companies to pay the money to Lincoln, as the executor of the will of Dr. Fraker, be set aside, vacated and annulled, and the plaintiffs and respondents, meaning the executor and beneficiaries of the will of Dr. Fraker, be perpetually enjoined and restrained from further proceedings in the cases against the insurance companies. Of course, the agreement between the companies and the executor, and the decree of the court could have no effect on the prosecution of Fraker for attempting to defraud the insurance companies by pretending to be dead so that his heirs would get the money.

## MONOTONOUS REPETITION OF THE DROWNING TRICK.

In February, 1881, a house painter in Evansville, Ky., named Charles A. Lucas, was seen to fall overboard from the Ohio river steamer Maggie Smith, then plying between Evansville and Henderson, and was reported to have been drowned. Soon after this occurrence it was discovered that he had been insured for \$15,000 in the Northwestern Mutual Life, and \$4,000 in a Louisville co-operative. Investigation followed, and translucency soon became transparency. Mr. Lucas was not drowned beyond resuscitation; he re-appeared upon the stage of action, and confessed participation in a conspiracy. His employer was a well-known young lawyer of Evansville, Julius A. Coleman, who persuaded him, in pursuance of the scheme, to marry Coleman's servant, who willingly entered into the plot, and became nominally the beneficiary of the policies. Then, to mature the claim, Lucas was to "drown himself" in the river in a life-preserving rubber suit. In the confession of the woman, which is made in the form of a sworn affidavit, it is stated that Coleman hired her and Lucas to carry out the scheme, agreeing to pay her \$2,000 and Lucas \$4,000, and that they were to disappear for a time, and when the matter was forgotten, to try the same trick over again somewhere else. A man named J. V. Richardson was also employed by Coleman to witness the drowning and swear to it. His affidavit states that he was hired for the purpose, and was to receive money; that he saw Lucas with a rubber suit, and knew it was a plot to swindle the insurance companies. He reported the matter to the newspapers, and the arrest of Coleman, Lucas and Richardson promptly followed.

The executive officers of the Northwestern Mutual Life entitled themselves to great credit a few years ago for their patience in following to final conviction an unusually lengthened disappearance. Several years elapsed before suspicion ripened into confirmation, but even-handed justice overtook the offenders at last. In 1873, Jeremiah Elliot, who lived in the neighborhood of Portland, Oregon, insured the life of his son Moses, aged 18, in the company, through its Portland agent, for \$8,000. In the course of a few months, allegation was made

that Moses, while rafting with his uncle on the Columbia river, was drowned. There was no recovery of the body, but at the same time there was no one to refute the evidence of the uncle. The suspicious character of the occurrence, however clear to the trained scrutiny of the company, would have presented nothing irregular or "crooked" to the untrained vision of a jury, and as there was no alternative but payment, the company paid the claim. Soon afterward Elliot and his brother removed to Jackson county, where they bought a sheep ranch. In the management of this enterprise they were joined by Moses, who, it seems, was not drowned dead enough to prevent his assuming the rôle of a gentle shepherd upon the pastoral acres which had been purchased by his submersion in the Columbia river. Industry and economy were attended with prosperity, and as years passed on, Moses grew to manhood. But his features did not change beyond recognition, and when the ministers of the law told the "coparceners" they were wanted, they obeyed the summons. Legal proceedings resulted in a verdict for the company for \$13,676, principal and interest of the money wrongfully paid; and as the ranch and its woolly ruminants had become valuable, the company was secure in recovery.

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On the 20th of July, 1893, William B. Gregg, of Duluth, Minn., who had a short time previously obtained insurance to the amount of \$14,000 on his life in the Fidelity Mutual Life of Philadelphia, the Mutual Life of New York, the United States Mutual Accident, and the Northwestern Mutual Life, was reported to have been drowned in Lake Superior by the capsizing of a small sailboat. The insurance companies were promptly notified of the loss, and proofs duly sworn to, in which the details of the capsizing of the boat and the drowning of Gregg were given by John T. Clark, of Duluth, who accompanied Gregg, and who was in the boat at the time of the accident. Contradictory statements made by Clark, and suspicious circumstances connected with the affair, led to the inference that there was a purpose to defraud, and that Gregg was still alive. Detectives were employed by the companies, and after several weeks of careful investigation, Gregg was



captured in New York City, and taken to Duluth. Clark, who was with Gregg in the boat and swore to the drowning, was also arrested, together with one Frederick E. Kreyenbuhl, of Duluth, the brother-in-law of Gregg, who was implicated in the conspiracy, and who was the beneficiary under Gregg's policies.

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In May, 1889, James Dillon, a well-known citizen of Tyrrell County, North Carolina, insured his life for \$3,000 in the Connecticut Mutual Life Insurance Company. Some time after he fell from a boat, feigned inability to swim, and had to be pulled out of the Alligator river to prevent his drowning. The next day he overturned his boat half a mile from shore, and yelled loudly for help to a man a quarter of a mile away. When the man responded, Dillon secretly swam ashore and could not be seen. The man whose assistance he had asked supposed he was drowned, and was willing to swear to it.

Notice of Dillon's death was sent to the company. It refused to pay the claim. Action was brought by Dillon's wife, and the case stood for trial at court, the widow alleging that he was drowned. Then a body was found near the place where he had been seen to sink in the water. The body was identified by twenty-five people as that of Dillon.

At court, counsel took a non-suit, because the body had been found. Evidence of death and identification was forwarded to the company, who wrote that they would do as advised by their attorneys in the county. The company would have paid the money, but to the surprise of every one, Dillon himself returned safe and sound to Columbia. Hearing of the non-suit, he thought it put an end to his claim, and that there was no hope of collecting the money, and so he returned home.

His statement was remarkable. He said he swam ashore the day he overturned the boat, put his hat in it and left it half-full of water. He determined to hide in the woods so that his wife could get the insurance money. He remained in the great swamps for five months, when he found the body of a drowned man floating in the Alligator river. He removed the hair from the head so as to make it bald, and taking his own hair and whiskers, put them in the decomposing flesh of the corpse.

He knocked out two of the front teeth of the dead man, and removing the clothing from the corpse, dressed it in clothes he had worn on the day of his disappearance.

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Early in 1890, a singular case of disappearance, and of re-appearance after a long interval, was reported from the Australian city of Brisbane, the capital of Queensland. A surveyor named Geddes, who was insured in the Australian Mutual Provident Society, for £2,500, was believed to have been drowned, and when claim was made for the amount of the policy, it was paid to Mr. Geddes's father. It now turns out that the surveyor was not drowned, but took passage on a vessel for New Zealand, and landed at Invercargill, where he successfully practiced his profession. Some years afterward, having an erratic disposition, he returned and settled at Adelaide, in South Australia, where he eventually became insane, and was placed in a lunatic asylum. Here, by mere accident, he was discovered, and his identity established. Thereupon the Australian Mutual Provident Society proceeded against the elder Geddes for the recovery of the money paid to him. Mr. Geddes responded promptly and properly, and not only returned the original sum, £2,500, but added interest amounting to nearly as much more, rising, at eight per cent., to £2,400.

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Late in the fall of 1883, George W. Strohm was reported to have fallen overboard from the steamboat Gus Fowler in the Ohio river above Cairo. Some time afterward the man turned up alive, with a doubtful story of terrible suffering. The newspapers intimated strongly at the time that the drowning was a farce played to defraud insurance companies. J. F. Yoakum, residing near Grand Chain, a sort of exhorter and schoolmaster, addressed a card to the public, asserting that Strohm was an honest man, who could not be induced to defraud any one, and that he had no insurance on his life. At Mound City, Strohm, who is a simple-minded man, was induced by detectives to confess the plot. He had \$10,000 insurance on his life, and was induced to enter into a plot to get the money without taking the trouble to die. The plotters were on board

the Gus Fowler, and it was agreed that when Yoakum made certain signals Strohm was to jump overboard and swim ashore. At Ogden's Landing, when near enough to shore to make it safe, the sign was made, and Strohm leaped over and gained the shore. After a reasonable time, Yoakum, with a power of attorney, made an application for money to various companies in which the insurance on Strohm's life had been effected. An investigation was begun, which resulted in the arrest of Yoakum and Strohm. Yoakum also made a confession, corroborating Strohm's statements.

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Anthony Accetta, aged 40, an Italian, residing at Catskill, N. Y., whose occupation was given as that of a railroad contractor, was insured in the Fidelity Mutual Life Association, January 14, 1885, for \$10,000. The agent, A. G. Fox, was generally regarded as a man worthy of confidence. The policy was made payable to the father and mother of the insured, but a few months afterward it was surrendered for change of beneficiary, and a new policy was issued, made payable to the estate of the insured. Early in the month of June, 1885, the Fidelity Association received a telegram from Agent Fox that Accetta was accidentally drowned in the Catskill Creek, near its confluence with the Hudson River. Without waiting for proofs or further developments, President Fouse delegated Mr. Alexander McKnight, then Superintendent of Agents, to proceed to Catskill, and investigate the case. He found that the brother of the insured, Cosmo Accetta, together with a boy, claimed to have been out on Catskill Creek in company with the insured fishing, and that at eleven o'clock at night, as they were about to pull for the shore, Anthony changed his place in the boat, fell overboard, and that was the last that was seen of him. The alleged drowning was reported, and the usual efforts were made to recover the body, but without success. About a week afterwards, the body of a dead man, very much bloated and discolored, was found, and it is believed that if it had not been for the effective work done by the representatives of the insurance company, it would have been identified as the body of Anthony Accetta.

The insured, it turned out, was an interpreter for Italian laborers of railroads, instead of a contractor, and it was found that he had carried accident insurance in two different companies, and had received benefits when he was not entitled thereto. He was assisted in securing such benefits by a Mrs. Hanley, with whom he boarded. It was her son, together with the brother Cosmo, who was a witness to the alleged drowning. A watch was placed on the house of Mrs. Hanley, the telegraph office, postoffice, railroad station, etc., to note the movements of the suspected parties. It was found that a little girl, the daughter of Mrs. Hanley, visited Hudson, a neighboring town, almost daily, and that she called at the post-office at the latter point. It became apparent that a correspondence was going on between Mrs. Hanley and Accetta, under an alias previously agreed upon. With great difficulty a photograph of the insured was procured from a photographer in New York City. The trail of the person who was believed to be Accetta was taken up at Buffalo and followed to Cleveland, O., by Mr. McKnight, who found Accetta at 164 Superior Street, while in the act of writing a letter to Mrs. Hanley. He was at once taken into custody and searched. Letters were found on his person from Mrs. Hanley, written in cipher, and a book was found in his possession containing a key to the cipher. With the aid of the key, the letters were read, which proved conclusively that a conspiracy had been entered into by the woman and Accetta, and his brother, to defraud the Fidelity. Accetta, however, at once took the position that he had no intention of defrauding the company; that on account of a difficulty he had with a woman it was his intention to leave her under the impression that he was dead, and that neither his brother nor the boy had guilty knowledge of his intentions; that he actually fell out of the boat, swam under water for some distance, so as to deceive them, and then swam across the river, where he dried his clothes and took the first train for Buffalo. His story was not believed, and the letters in cipher disproved it. He was taken to Catskill, and after a preliminary trial, which consumed nearly a week, he was held for final trial at the December session of the Criminal Court. His brother, Cosmo, Mrs. Hanley, and the boy, were also arrested as parties

to the conspiracy. Anthony was convicted and sentenced to the Albany penitentiary for one year, while the others were either dismissed or sentenced to pay a small fine.

#### A WELSH DESERTER.

John Jones, of Pittsburgh, Pa., was insured by the Fidelity Mutual Life Association under policy No. 5,616 for \$2,000, issued through its Pittsburgh agency, dated August 25, 1883. The policy became forfeited through non-payment of premium due May 30, 1889. Under its terms it could not be restored without a certificate of good health signed by the insured in person, subject to the approval of the president and medical directors. On June 4, 1889, the amount due was paid and health certificate was furnished. The signature attached to the health certificate did not correspond with the signature appended to the application, which aroused suspicion that the signature attached to the health certificate was not that of the insured. The officers of the association declined to restore the policy, and it was then admitted by the wife of the insured that she had signed the health certificate in perfect good faith, that her husband had left her some time before, that his whereabouts were unknown, and she agreed that the reinstatement should not be binding if it could subsequently be shown that her husband was not in good health, as stated in the health certificate, at the time it was executed. On the strength of such agreement on the part of the wife of the insured, the policy was revived. No subsequent payment was made, and nothing further heard from the insured or beneficiary until April 1, 1892, when a demand was made for the insurance money.

It was alleged that on December 23, 1889, the insured, John Jones, was killed by a Pittsburgh, Virginia and Charleston train at Hays Station, Pa. His remains, however, were not at the time identified, and he was buried at the county's expense. Mrs. Jones claimed that two young men told her on December 20th, 1890, that her husband had been killed as above stated, and that thereupon she went to the coroner's office and immediately recognized the photograph of the remains of the man who had been killed by the train as being her husband. She reported the discovery to friends, who likewise called at



the coroner's office and identified the picture of the man who was killed by the passing train as a likeness of John Jones. The lapse of time between the accident and the discovery, and surrounding circumstances, led the association to make a careful investigation. As a result, payment of the alleged claim was declined. Suit was brought against the association, plaintiff being represented by Mr. Rody Marshall, of Pittsburgh. The association was roundly censured for its attempt to deprive the unfortunate widow and orphan children of their rights.

A number of affidavits had been obtained by Mr. W. E. Gary, chief of the association's inspection service, showing that the insured, John Jones, had been seen alive and well after he was claimed to have been killed by the railroad train. With the aid of such affidavits, an attempt was made to convince the plaintiff and her counsel that the insured was alive, and that the suit should be dismissed, but Mrs. Jones would not be convinced, neither would her counsel, claiming that they could establish beyond a question of doubt that the man killed by the railroad train who was unidentified for over a year was no other than the insured, John Jones. The association, on the other hand, was equally convinced that it was not he,—that at the time he was alive and worked in Scranton, Pa.; and it therefore proceeded to find him, which proved a difficult task. He had left his wife and did not wish to acquaint her with his whereabouts. He was finally traced to England, and on December 28th, 1893, through the courtesy of an inspector of one of the Scottish offices, he was located on Dock Street, Newport, in the county of Monmouth, England. He made an affidavit, sworn to before Mr. F. S. Dauncey, in which he gave full particulars of his departure from the United States, attaching a photograph as an exhibit, and established beyond doubt that he was the person insured by the Fidelity Mutual Life Association.

On receipt of said affidavit and photograph, the latter was shown to people who were acquainted with Mr. Jones, and they without hesitation declared the photograph to be a picture of the insured.

The following is a copy of the affidavit made by John Jones, December 29, 1893:

In the matter of a suit alleged to be pending in the American courts between Martha Jones, plaintiff, and the Fidelity Mutual Life Association, defendants.

1. John Jones, of Dock Street, Newport, in the county of Monmouth, England, labourer, and previously of several places in the United States of America, and for some time of Carson Street, Pittsburgh, in the said States, make oath and say as follows:

1. I was born at Crumlin, in the parish of Mynyddysllwyn, in the county of Monmouth, on the 5th day of June, 1843, and my father was Thomas Jones, who was locally known as Thomas Jones, of Llanhilleth Colliery, proprietor

2. I was married to the above-named Martha Jones, then Martha Thomas, or Lloyd, at the residence of the Reverend William Wragg, Sankey's House, Sarah Street, Pittsburgh, aforesaid, in or about the year 1878, and lived with her on and off up to the years 1887 and 1888, when I left her, after being imprisoned for non-maintenance. I came to England in the year 1886, upon my father's death, and ultimately returned to my wife, and finally came back to England in 1891, where I have remained ever since

3. I well remember having effected an insurance upon my life and in favor of my wife, the said Martha Jones, with the said Fidelity Mutual Life Association, at their office or agency in Pittsburgh for \$2,000, and I believe it was in the year 1883, and that the policy is numbered No 5,616. I was medically examined by a stout practitioner at Allegheny City, but I forget his name. My wife always kept the policy, and as I could not get it from her, I declined to pay the premiums and the policy ultimately lapsed, and I thought it had come to an end. I did not know that it had been renewed, and I have never signed or authorized to be signed for me, any health certificate to procure its renewal

4. During part of the year 1886 I was in England as aforesaid, and in 1887 and 1888 I lived with my wife, the said Martha Jones, at Pittsburgh, and in the years 1889-1890 and 1891, I worked at various places in the States, amongst others Scranton and Edwardsdale (Luxerne), Connelville (Fayette County), and in 1891 came to England, as before stated.

JOHN JONES.

Sworn at Newport in the County  
of Monmouth (England), this 29th  
day of December 1893, before me,

F. S. DAUNCEY,

A commissioner to administer oaths in the Supreme Court of Judicature in England.

The affidavit could not be used in court, but it served its purpose in convincing the defendant association that John Jones

was alive. A commission was issued to take the deposition of John Jones before a United States Consul in England. The testimony given in the deposition confirmed the statements made in the affidavit. The case was called for trial in the Court of Common Pleas No. 3, Allegheny County, Pa., and after introducing in evidence the deposition of John Jones and other testimony showing that he was alive, the court, on October 9, 1894, granted a non-suit. It would have cost the Fidelity Association little, if any, more to have paid the fraudulent claim, which was resisted as a matter of principle. Repeated attempts were made by plaintiff's counsel to compromise the case, but the defendant association would entertain no proposition of compromise.

#### THE THRUN CONSPIRACY.—THE BURNING IN PLACE OF THE DROWNING TRICK.

More than twenty years ago Mary Halverson, a young Swede girl, had her home with Andrew Anderson, who kept a store at Neenah, Wis. Mary was a bright girl and continued to live with the Andersons nearly ten years. The house where they lived was known throughout that region as the "haunted house." Strange traditions prevailed that a miner, who had come from the then wilds of the upper peninsula of Michigan, had entered the place one night seeking refuge from the storm, and that he had never been seen alive afterward. It was alleged that when the miner was last seen he had \$18,000 in money. The occupants of the place died not long afterward and it passed into the possession of the Andersons, with the mystery which had followed the miner's disappearance clinging to it. The Andersons were naturally curious to learn if the money he was supposed to have had was still secreted on the premises.

The girl Mary was as much interested as the family in the search for treasure trove. The yard was dug up, the house examined, but still no trace of it could be gleaned. Experts in psychical studies visited the "haunted house" from all over that part of the State. They admitted that there was something strange about it, but further than that they could not penetrate.

In 1880 the Swede girl Mary left Neenah and went to Spencer to live. Afterward she removed to Colby. There she met Ferdinand Jules Thrun, who was also a Swede. He was an excellent mechanic, and was employed in the sawmills of that region. It was not long before an attachment sprang up between the two, and in 1881 they were married.

Soon after the marriage Thrun bought a sawmill with what earnings he had accumulated, and started in business for himself. The venture proved a losing one, and he not only lost the mill, but was left with a large accumulation of debts. For a time thereafter the history of the couple is a blank.

The following year Mrs. Thrun went back to Neenah, and visited the people who were living in the old house which had sheltered her so long. She seemed to take great interest in a part of the back yard which was buried under a big woodpile. After remaining at Neenah for some weeks and finding that the woodpile was not to be removed, she returned to her husband, only to go back to Neenah two years later. This time the back yard was covered by a huge lumber pile. Once more she left, but in 1886 she reappeared at Neenah and found the back yard of the old haunted house was unincumbered. This time her long and weary waiting to secure the treasure she had found in the old house and buried in the back yard was rewarded. It is believed that she had located the miner's money while residing with the Andersons and had hidden it in the yard, with the view of carrying it away at some future time when she could do so with safety.

This incident illustrates the cool calculation of the woman who was to figure conspicuously in a most remarkable insurance fraud.

The treasure trove of Neenah came at a good time for Thrun. That year he bought another sawmill, paying \$4,000 in cash for it. The mill was at once heavily insured, and, whether from accident or design, it burned the following year. Those who knew the family are inclined to believe that this mill burned without the aid of a match. But it is immaterial from what source the fire started. As the tiger, which, having once tasted human blood, is ever after known as a man-eater, with an unquenchable hunger for human flesh, so the taste of insur-

ance with the Thruns seems to have aroused an unappeasable appetite for it.

Soon after the first fire, all the creditors of Thrun from his first venture came down upon him and made a desperate attempt to get hold of the insurance paid by the company. It was at this time that Mrs. Thrun told the story of the treasure trove at Neenah and how she had obtained it. The story was wrung from her on the witness-stand in her explanation of how she, a poor Swede girl, should have had so much money. Once started, she put on many embellishments about seeing mysterious lights over the spot where she found the money. The jury believed her story, and the creditors failed to recover.

Opportunities were plentiful for buying old sawmills in that part of Wisconsin. Most of the timber had been cut away, and every few miles an old abandoned mill was to be had at almost any price. What had been thriving towns while the trees were being cleared away were now almost deserted hamlets.

As soon as the legal wrangles with the creditors over the first mill had ended, Thrun again invested. His sawmill was started up, working on the residue of the timber which had been left over in the first grand onslaught on the Wisconsin pineries.

Local insurance agents, on the lookout for remunerative commissions, were as plentiful in those days in that part of the Badger State as in the rest of the country. Thrun had no difficulty in getting his sawmill insured for all it was worth. He made a pretense of operating it for some months, and one night it followed the first one. The experience the couple had with their first mill had been a good guide to them with the second. This time when the adjusters came to find out what their companies had really insured, they quickly learned that the only thing to be done successfully was to pay the loss. This was their report to the companies, and the Thruns got their second taste of insurance money.

The course of the couple for the next two or three years in buying sawmills, which were always insured, and were equally certain to burn up, became the general talk of the wide stretch



of the country northwest from Oshkosh. People differ as to the number of mills which were thus realized upon. Some say that there were at least five or six of them. At last officers of insurance companies came to the conclusion that by playing Thrun's game they were to be the losers. When that decision was reached Thrun had bought an old useless mill at Romeo, a small town on the Wisconsin Central some seventy-five miles northwest of Oshkosh. During the time that the timber was being cut away, Romeo had been a prosperous place of 1,000 population. When the woodchoppers and sawmill hands left, not over forty or fifty people remained.

Thrun's new mill, without insurance, was practically worthless, and the case to less resourceful people would have seemed hopeless. Not so with Mrs. Thrun, however. It appears that she conceived the idea of burning the mill and then suing the Wisconsin Central for the loss, on the ground that the fire had been caused by a spark from a passing locomotive. On Sunday night the Romeo sawmill went up in smoke, as the others had done before. Suit was at once instituted against the Wisconsin Central for \$20,000. The evidence against the railroad company was complete, as it always was in these cases.

When the Wisconsin Central people examined the claim they at once decided that it was fraudulent, and that the mills had been set on fire for the express purpose of bringing the suit. But their belief would amount to little before a jury composed of Thrun's associates in the county. A detective was sent to Romeo to uncover the fraud and to give the Wisconsin Central a basis for fighting the claim. The detective did not detect, for he was taken into camp by the Thruns through the influence of a woman. Like Antony at Alexandria, the detective forgot all about his quest until he was awakened to the necessity for action by a sharp letter from the railroad company. To square himself with the powers above him, he told the officials that the woman with whom he had formed an acquaintance knew something of the case, but what it was he had been unable to discover. The woman was brought to Chicago, but the officials were unable to wrench the facts from her.

It was at this juncture that T. G. Hanson, who was taken to Oshkosh on the charge of being a co-conspirator in the insur-

ance fraud, came upon the scene. The railroad company wanted an intelligent Swede to commingle with the people at Romeo and uncover the mystery of the mill's burning. Hanson filled the bill, and was at once employed. A few days later a young fellow, evidently just over, walked into Romeo and wanted a "yob" as woodchopper. He was as verdant a foreigner, to all appearances, as ever disembarked in that part of Wisconsin, and that is saying a good deal. Thrun gave him work, and he did good service among the pine stumps.

The newcomer immediately was smitten with the charms of the woman who had beguiled the first detective. The two got along famously together, and the young Swede developed a longing for liquor when in the presence of his charmer. One night a pint bottle of whiskey was two-thirds emptied by the pair, and, in the confidential state this produced, the woman gave away the secret which the railroad company had sought so long. Soon afterwards the woodchopper was arrested on complaint of the Wisconsin Central for some offense. He induced Thrun to come to Chicago with him in order that he might escape being locked up. Once inside the offices of the Wisconsin Central the woodchopper disguise was thrown off, and the long array of circumstances he had gathered was unfolded to the firebug.

Then, as he did before the attorney for the Mutual Life Insurance Company, Thrun broke down. He not only acknowledged that he had no just claim against the Wisconsin Central, but signed a paper before leaving the office relinquishing all demands for the loss of his mill.

The pint bottle, with the whiskey which had been left by the woodchopper and the woman that night still in it, is now among the archives of the claim department of the Wisconsin Central in Chicago. The whiskey that is gone represents just \$20,000.

Hanson had done so well in his initial case that he was retained in the employ of the Wisconsin Central claim department, and has since made an enviable record. He has enjoyed the full confidence of the officials, and nothing has occurred up to the recent developments in the big insurance fraud to indicate that he was not thoroughly honest. Even now they

profess confidence in his integrity and believe that he will come out of the ordeal unscathed.

The failure of the attempt to filch money from the Wisconsin Central put a quietus on the plans of the Thruns for six months. The couple continued to live at Romeo in a ramshackle house, which was one of the few vestiges left of the town's more prosperous period. There was nothing more to be gained from fire-insurance companies. But life insurance offered a most alluring inducement for swindling. All that was needed was to get the chief actor insured for a large amount, and he was to disappear. His widow was then to collect the value of the policies, divide the money among the co-conspirators, and then rejoin her husband in the mining regions of Idaho.

The first plan which suggested itself to the conspirators was to have Thrun appear to fall overboard from one of the steamers trading between Green Bay and Chicago. This was accepted as the easiest way, and Thrun suddenly manifested a great interest in life insurance. Local life-insurance agents were as eager for their commissions as the fire insurance men had been, and it was not long before Thrun had policies for \$57,000, some of them in the most influential companies of the country. The risks were accepted by the various offices, with the exception of the Equitable Life of New York, whose inspector threw out the application because he could see no good reason why a man in Thrun's apparent circumstances should carry so heavy an insurance.

One evening in the midsummer of 1892 a man with a heavy beard, a broad-brimmed slouch hat, and an ill-fitting suit of clothes, accompanied by a sharp-looking young man, boarded one of the Goodrich steamers, bound from Green Bay to Chicago. The same man with the same long beard disembarked from the steamer upon its arrival there. All night long the bearded man had watched for a chance to fall overboard in such a way that a passenger with a smooth face, a derby hat, and a good suit of clothes would be left on deck. The old slouch hat was to have been dropped from the deck when the sharp young man sounded the cry of "Man overboard!" The watchmen on the steamer did their duty so well that the scheme was balked.

Two more trips the same couple made between Green Bay and Chicago, but Thrun was not to die by being drowned. The boat watchmen prevented that fate.

It was then that the more horrible fate of being burned to death in his dwelling at Romeo was allotted to him by the conspirators. Mrs. Thrun, it appears, planned the details. The house was to burn down. Thrun was to disappear and bones were to be found among the ashes. To carry out successfully this project required witnesses who could be depended upon to prove Thrun's death to the satisfaction of the insurance companies. The circle of the conspiracy was enlarged to take in two of Thrun's associates at Romeo. The legal side of the case had to be looked after, so that the claims on the policies might be valid, and also that, in case of failure, the conspirators would not suffer the penalty they deserved for the crime. As to the parties who entered into the conspiracy the confession of Thrun left no doubt. It was a compact organization, and arrangements were promptly completed for the event which was to blot out Ferdinand Jules Thrun as a legal entity in human existence.

Thrun's house at Romeo took fire the night of October 28th, 1892. As the flames were working their way toward the roof Thrun rushed into the burning structure and was not seen again.

"I have some valuable papers in the house," he cried to the bystanders as he disappeared, "and I must get them."

The next morning when the people of Romeo began to poke around in the ashes of the burned building, they uncovered the bones of a human being. Thrun had been there the night before and was gone. He had been seen to go towards the house and here were his bones. The coroner's jury was summoned, heard the statements of the people who had been at the fire, and found a verdict that F. J. Thrun had been burned to death. The three witnesses who had testified that they had seen Thrun enter the house to rescue his valuables were N. L. Kaudy, George Luchtman, and Charles Herbert. They were all asleep at the house at the time the fire broke out. Mrs. Thrun was visiting friends in an adjoining town when she received a dispatch to come home and that her husband was dead.

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"I am aware," she calmly said to the representatives of the life companies, "that some people say my husband is not dead. All I know is that the men who were with him that night say that he was burned in the house, and the coroner's jury has said that he was dead. All I ask is that you satisfy yourselves, gentlemen, as to his death. I am in no hurry. I can wait until you are ready to pay me. If my husband is alive, as you say he is, you must produce him. I would rather have him back than have the money. But if he is dead I am entitled to what is due on the policies."

All the cross-questioning of expert underwriters who had been trained in the wiles of life-insurance crooks did not discompose Mrs. Thrun. She was cool and collected throughout an ordeal which would have broken down any ordinary man or woman. Subjected to the same test afterward, her husband went to pieces almost at the outset.

"The poor man was burned to death," she said at once, although the dispatch had told nothing of there being a fire. She had with her the insurance policies on Thrun's life. Some women would have overdone the thing by a profusion of tears and sobs. Mrs. Thrun did nothing of the kind. She professed sorrow at her husband's death, put on her widow's weeds, and started in to collect the insurance. Soon afterwards she removed to Fredonia, a small town about thirty miles from Milwaukee.

Six weeks elapsed before serious doubts as to the fate of Thrun began to be aroused. When it was discovered that the bones found in the ashes were those of an old skeleton the doubts ripened into certainty. The insurance companies prepared to fight the claims, and on December 22d the case was turned over to the Pinkerton detective agency. All were united in the search for the man who had taken the star part in the fraud. In January, 1893, Mrs. Thrun, still wearing her widow's weeds, appeared at the offices of the insurance people in Chicago and insisted upon payment of her claim. The policies were transferred to the hands of Hanson for collection, but in view of the well-founded doubts of the underwriters and the significant rumors afloat, he undertook to compromise. Some of the companies were induced to pay ten per cent. of the face value of their policies in exchange for those contracts.



Apparently realizing that the conspiracy had failed, Hanson suddenly changed front. Perhaps in order to save himself, if guilty, he entered into a contract with the *Ætna Life* of Hartford to produce Thrun within ninety days. At the same time Hanson insisted on the company paying 10 per cent. on its policies of \$15,000 (life and accident). This offer the Chicago manager energetically declined. Hanson made a pretense to be at work looking for Thrun, but told the insurance company that he had not been able to locate him. At the end of the time specified in the contract he appeared again at the office. This time he is said to have offered to produce Thrun in short order if immunity from prosecution were given the fugitive.

"Produce your man," General Agent Lynas said to Hanson, "and we will settle the question of prosecution afterward."

Hanson left the office in a rage. In all he secured about \$4,000. The *Mutual Life*, which paid over 10 per cent. of its policy of \$10,000 for a settlement, soon regretted the hasty step and joined eagerly in the search.

Convinced that the easiest way to trace Thrun's whereabouts was to watch the correspondence between the fugitive and his wife, the detectives began work at Fredonia. As was suspected, Thrun had gone into the wilds of Northern Wisconsin at first and had drifted thence into the far West. From Montana he was traced over nearly every State in the Mississippi Valley. He had come to Chicago and from there had drifted towards the South. When he anchored in New Orleans he worked as a day laborer, and his entire surroundings indicated that he had but one object in life, and that was to escape arrest. Everywhere he felt that detectives were on his track. His only correspondent was his wife, and she addressed her letters to R. L. Harris. With that clew a detective was at the post-office window one day when he called for his mail. The letter received at the time was not from his wife, however. It was from the Pinkerton agency in Chicago, and as it was handed to him he was placed under arrest.

William Beck, who had been employed by the *Mutual Life* of New York in the search, went to New Orleans and brought back the prisoner, who seemed to be relieved by his arrest.

On his arrival in Chicago he was taken to the office of Gordon E. Sherman, in the Ashland Block, where he was subjected to a fire of cross-questioning which soon brought out all the facts regarding the great fraud. Put to the test, Thrun broke down in Mr. Sherman's office, and told of the steamboat scheme as leading up to the burning of his house. This confession was made March 17th, 1893. The arrest of the conspirators followed, but they were not tried until December 8th, of that year. A verdict of acquittal was returned in the cases of Hanson, Follett, and Kaudy, the parties mainly implicated in the confession. Apparently the jury believed them while they refused to believe Thrun. But as the charge of conspiracy failed, Thrun was allowed his discharge with the rest of the gang.

#### THE MARIANO RUBIO CASE.

From a full and carefully prepared report of this remarkable case, in the *Coast Review*, San Francisco, the following particulars are obtained:

On the 3d day of March, A. D. 1869, Miguel Noe made application to the Manhattan Life Insurance Company to insure the life of one Mariano Rubio, in the sum of \$15,000, on an ordinary life policy, to be made payable to Noe, who claimed to be a creditor of the said Mariano Rubio.

The application was presented in the regular form; Rubio was properly examined, the application accepted by the company, and a policy issued for the sum of \$15,000. Rubio, the assured, was at that time a resident of the county of San Luis Obispo, California. The premiums upon the policy were regularly paid up to March 23d, 1880.

On July 1st, 1879, the policy was regularly and duly assigned by Miguel Noe to a leading lawyer of the city of San Francisco, Mr. Tully R. Wise, who thereupon became the lawful owner for a good and sufficient consideration. By private arrangement, however, between Noe and Wise, the former was to receive one-half of the proceeds of the policy, should it ever be collected.

On the 23d day of October, 1880, there was presented to the Manhattan Life Insurance Company the following proofs

of the death of Mariano Rubio, which it was alleged had occurred in the manner stated by the witnesses in the affidavits hereafter noted:

"Notice is hereby given to the Manhattan Life Insurance Company of New York, that Mariano Rubio, of San Luis Obispo, county of San Luis Obispo, Cal., has deceased, that said Mariano Rubio was the same person insured by said Manhattan Life Insurance Company in the sum of Fifteen Thousand Dollars, for the term of his natural life, by their policy of insurance number 27,671, dated March 5, 1869, and that under the terms and conditions of said policy, the same becomes payable to me, as the lawful holder and owner of said policy, and I hereby declare that my interest in said policy is to the full amount of \$15,000, and do further declare that the statements in the annexed certificates A, B and C are correct. The proof of said death and my claim under the before-mentioned policy, I answer as follows: Name of deceased, Mariano Rubio; residence, San Luis Obispo County, California; occupation, farmer; place and date of birth, Mexico, March 1, 1824; place and date of death, on his way from Los Angeles to the State of Nevada, somewhere in November, 1879. Have been acquainted with the deceased fifteen years; last November said Rubio and one Gonzales, with others, left Los Angeles County for Nevada, and were lost on the way, and died from exhaustion. Their bodies were found about six days after their separation from the other parties, and were buried on the spot where they were found."

Dated at San Francisco, October 23d, 1880. Signed and sworn to before Commissioner of Deeds, Holland Smith, by Tully R. Wise, assignee, who made oath that the foregoing statements by him made were true and full, to the best of his knowledge, recollection and belief. Certificates "A" and "B" annexed, being for the attending physician's and the undertaker's statements, of course were left blank. Certificate "C," however, the statement of an acquaintance of deceased, was subscribed to by one Andus Sanderfel, who testified that he had known Mariano Rubio since 1850; and that the latter had died in Nevada from exposure, as stated in the accompanying affidavit.

Accompanying the above statements regarding the decease of Mariano Rubio, and apparently relied upon to corroborate them, was affidavit made by Rafael Peralta and Maximiano Arce, who stated under oath that they left Los Angeles to go to Nevada with Mariano Rubio on the 13th day of November,

1879, and during the trip Mariano Rubio and a man named Gonzales separated from them, and about the 27th of November, the former two lost their way, as Peralta and Maximiano supposed, and "six days after," the affidavit goes on to say, "we came upon their dead bodies, and we buried them about 280 miles from here, and we can now go to the spot. Mariano Rubio I knew for a long time; he was an old man, and his age I do not know, but he must have been between fifty and sixty."

The affidavit containing the above statement was begun in the plural, and in the last two sentences was written in the first person singular. It was signed by both Maximiano Arce and Rafael Peralta, in the presence of W. H. Gray, Notary Public, in Los Angeles, October 6th, 1880. Attached to the same affidavit was one subscribed to by Francisco Macon, who testified that he knew the parties above named, and knew that Mariano left that neighborhood (Los Angeles) with them in accordance with the above affidavit. Senor Ygnacio Sepulveda, Superior Judge of Los Angeles county, certified that W. H. Gray was a notary public in and for that county at the time the above affidavits were taken, and that his signature was genuine.

Detective Harry Morse was engaged to look up the various parties who had a personal knowledge of Rubio's death, and soon learned that one Jose Lopez had accompanied Rubio to Sonora about the time at which his alleged death took place, in the desolation of Death Valley. A detective was sent to Mexico, and finally the long lost Rubio was found alive, in excellent health, and moreover newly married, in Autlan, in the State of Jalisco.

Meanwhile, on the 6th of December, 1881, suit was brought by Tully R. Wise against the Manhattan Life Insurance Company, in the Superior Court of San Francisco, to recover the sum of \$15,000, with interest thereon from the 30th day of November, 1879, and the further sum of \$407.35, with interest thereon from the 23d day of March, 1880, and for costs. The complaint set forth the statement of the insurance of Mariano Rubio by the defendant, the interest of Miguel Noe and of the plaintiff; and the statement of Rubio's death as given in the proof of death and in the narratives of Maximiano Arce

and Peralta. An answer signed by Mr. Landers, as representative of the defendant company, denying the claim, was filed in January, 1882, by Messrs. McAllister & Bergin, attorneys for the defendant. Soon after Messrs. McAllister & Bergin received a letter from the U. S. Consul at Mazatlan, under date of January 30th, 1882, in which the following appeared.

"I have the pleasure to report the successful completion of the commission entrusted me by you, to obtain proofs of the existence of Mariano Rubio, whose life had been insured in the Manhattan Life Insurance Company in favor of Miguel Noe, and whose death has been claimed to have taken place.

"I despatched Mr. Campbell Ford to Autlan for the purpose of obtaining affidavits, and to-day received a document from him, properly authenticated by the U. S. Consul at Manzanillo, which proves beyond doubt the existence of Rubio. Mr. Ford writes me that Rubio is about to get married, and is in perfect health."

Accompanying the above letter were the proceedings of voluntary jurisdiction instituted by Mariano Rubio to demonstrate the identity of his person. On the margin was the seal of the Revenue Department of the Sixth Canton of the State of Jalisco. The evidence was taken at Autlan, January 13th, 1882, and signed by Rosendo Hajar de Haro:

*To the Court of First Instance*—I, Mariano Rubio, of lawful age, widower, and resident of this vicinity, as the best mode of proceeding, depose and set forth:

"On the 23d of March, 1879, the Manhattan Life Insurance Company, established in San Francisco, State of (Upper) California, one of the United States, insured my life, the respective policy being fixed in the sum of Fifteen Thousand Dollars, on account of Senor Don Miguel Noe, resident in the said City of San Francisco; and intervening in that contract, besides the Senor Noe, his attorney Huais, whose name I do not remember, two agents of the said company and myself, and the Senor Noe having obligated himself to pay the premiums (bonus) correspondent to the policy, and to acknowledge, on my death, in favor of my heirs, the sum of Five Thousand Dollars."

Rubio then set forth that in order to secure as well the rights which pertained to him in the said policy, as those which the said company might have or desired to make clear, he prayed the court to execute such proceedings of voluntary jurisdiction as might conduce to the identification of his person.



Thereupon such proceedings were had. Rubio's personal appearance, age and general qualities were deposed to by witnesses. It was shown that he was enrolled as a citizen of that city for many years of his life, and that from there he came to California about thirty years ago, and that in 1880 he returned to Autlan. Rubio, upon being sworn, told the tale of his return home as follows:

"In the month of March or April of the current year it will be two years since he arrived in this place (Autlan), having been three months on the road from San Francisco, California, to this place; his last place of residence having been the Santa Rosa Ranch, in the county of San Buenaventura, Cal., whence he departed for the Colorado River, thence touching at Altar, in the State Sonora. From this latter place he went to Hermosillo; thence to Guaymas; thence to Alamos; thence to Frijoles River; thence to Culiacan, in the State of Sinaloa; thence to the port of Mazatlan."

From Mazatlan to Autlan, the route taken by Rubio was also described. Continuing, Senor Rubio deposed:

"It is alike true, that, in order to be able to marry Dona Merced Hernandez, I was required to furnish evidence of the decease of my first wife, Dona Maria Villasenor, which took place in San Francisco, Cal., which evidence was furnished in a certificate which was issued to me by the Senor Bishop of the aforesaid California."

It will be observed that both sides up to this time had made strong documentary evidence to substantiate their respective positions. The plaintiff, Mr. Tully R. Wise, had submitted the proofs of the death of Mariano Rubio, and the sworn affidavits of two persons who had buried his remains in the sun-heated sands of that far-distant and desolate region known as "Death Valley."

For the defense, the statement of Jose Lopez, who said he had gone to Sonora with Rubio, was obtained, and in substantiation of that statement it was found that a man named Mariano Rubio had arrived at Mazatlan and from thence had gone to Autlan, Jalisco, his native place, as told by a well-known citizen of San Luis Obispo County.

What would be the result should these two conflicting

theories be placed before a jury? A sum of money aggregating nearly \$20,000 was at stake, besides the moral effect of being right or enduring wrong.

At this crisis, Mr. John Landers, Agent of the Manhattan, dispatched Mr. A. Hinz to Mexico, to find Mariano Rubio, and produce him in San Francisco. This step was taken in April, 1882. Mr. Hinz made a toilsome trip through the mountains of Mexico to the city of Autlan, Jalisco. He returned to San Francisco, after great hardship and expense, arriving there on the 29th day of May, 1882. With him he brought Mariano Rubio, alive and in good health.

Senor Mariano Rubio was accompanied by his wife—a buxom, brilliant Mexican woman, whom he recently wedded in Autlan, his native city. They were soon safely domiciled at one of the leading hotels in this city, secure from intrusion and supplied with the comforts and necessities of life. On the day of their arrival in San Francisco, Senor Rubio, when leaving the office of the Manhattan Life Insurance Company, on California street, came face to face with Mr. Tully R. Wise and Senor Miguel Noe, who were conversing together upon the sidewalk. The recognition of Rubio by Noe was almost instantaneous. The latter gave his hand to Rubio and bade him welcome, extending the hospitalities of his home to the long-sought-for Mexican.

But to affirm that Noe was not surprised at the unexpected appearance of Senor Rubio would be wide of the truth. The latter presented a well-preserved figure for a man buried in the scorching sands of Death Valley for three years. Whatever splits there had been in his lips were completely healed; his tongue did not have the appearance of having been burned and blackened by thirst; and his body had so recovered from its exhaustion and the advanced stage of decomposition so graphically portrayed by Maximiano Arce and Rafael Peralta, as to be recognizable by his old friend, Senor Miguel Noe.

A conference was held in the office of Messrs. McAllister & Bergin, Nevada Block, this city, at which were present Mariano Rubio, Miguel Noe, Tully R. Wise, John Landers and Mr. Bergin. Mr. Wise expressed his entire satisfaction at the identity of Rubio, and also his regret at having been led into

assuming the questionable position that he occupied. He believed that rank perjury had been committed by the parties who had alleged that they had buried Rubio, and not only condemned them but held that they should be punished. In conclusion, he metaphorically "washed his hands of the whole affair."

Subsequently, the following document was drawn up and filed in the Superior Court:

*In the Superior Court of the State of California, in and for the City and County of San Francisco,*

TULLY R. WISE, Plaintiff,	}
vs.	
THE MANHATTAN LIFE INSURANCE COMPANY,	
Defendant.	

The plaintiff in the above entitled action, being here now fully satisfied that Mariano Rubio, named in the complaint in said action, is now living, and that the plaintiff is not entitled to recover herein, it is hereby stipulated that said action be and it is hereby dismissed, and the Clerk of said Court is hereby authorized to enter judgment of dismissal in said action.

(Signed) TULLY R. WISE, Plaintiff in Person.

#### THE HILLMON CONCEALMENT.

The cases of Sallie E. Hillmon against the Mutual Life Insurance Company, the New York Life, and the Connecticut Mutual Life, repeatedly before the courts for a period of thirteen years, have attained a degree of notoriety that could only attach to one of the most desperate legal struggles in the history of jurisprudence. The contention on the part of the companies has cost them more than their liability in the event of satisfactorily proved death, and their stubborn resistance has been due to their belief that Hillmon has been seen alive in various places at different times, that he is still eluding the detectives and covering his tracks, and that it is a duty they owe to honest policyholders, aside from subserving the ends of justice, to resist fraud at any cost.

When the claim was made and resisted, the first trial took place in the United States Circuit Court at Leavenworth, in June, 1882. The jury failed to agree, and in 1885 the case

was retried in the same court before Judge Brewer with a like result. A third trial was held in Topeka, in February, 1888, before Judge Shiras, and a verdict was rendered for the plaintiff. The jury gave a verdict against the Connecticut Mutual for \$7,530, against the New York Life for \$15,060, and against the Mutual Life of New York for \$15,060. The defendants entered a motion for a new trial, and Judge Shiras suspended judgment until the June term to allow of the preparation of a bill of exceptions. The grounds upon which the new trial was asked were as follows: First—Misconduct of the plaintiff at the trial. Second—Misconduct on the part of the jury. Third—Because the verdict and judgment are contrary to the evidence. Fourth—Because the verdict and judgment are contrary to law. Fifth—Because of error of law occurring at the trial and duly excepted to by the defendants at the time. Sixth—Newly discovered evidence material to the defendants which they could not by reasonable diligence have presented upon the trial of this action. Failing to secure a new trial, the companies carried the case to the United States Supreme Court upon questions of law.

The decision of the Supreme Court at Washington reversed the judgment in favor of the plaintiff in the Circuit Court at Topeka, its action being based upon errors in the admission of testimony and in the charge to the jury. After this remand the case came up for a fourth trial at Topeka, and ended in another disagreement. On the first trial the jury stood ten for plaintiff and two against; on the second, they stood six to six; on the last trial, seven for the plaintiff and five for the companies.

John W. Hillmon was born in Indiana in 1845, and therefore at the time of his alleged death near Medicine Lodge, Kan., in 1879, was 34 years of age. In October, 1878, he was married to Sallie E. Quinn, the plaintiff in the suits against the companies. Four months afterwards he started for Wichita, in company with his partner, John H. Brown, both being drovers. Near sundown on March 17, 1879, while encamped in a desolate spot on Crooked Creek, a man was shot through the head and killed by Brown. He declared that it was accidental, and had occurred while he was taking a rifle from the

wagon. He called upon a farmer in the neighborhood, named Briley, to view the body and assist in burial. He asserted that the body was Hillmon's, and as the head had been placed near the fire, the features were burned and charred beyond recognition. Afterward when the body was exhumed and taken to Lawrence for identification, it was noted that the corpse had a full set of regular teeth, whereas Hillmon's were irregular, and one had been lost. Confronted with the dental evidence, Brown broke down, and confessed that Hillmon was alive, that a conspiracy had been formed in December, 1878, between Hillmon, Mrs. Hillmon's cousin, Levi Baldwin, and himself to defraud the insurance companies. Baldwin was to furnish the money for the first year's premiums, and Brown and Hillmon were to arrange for the latter's disappearance. Brown alleged that the man who was killed in order to provide a body to be palmed off as Hillmon's, was named Joe Berkley. This eventually proved to be false, as it turned out that the dead man was Frederick Adolph Walters, a young German cigarmaker of Fort Madison, Iowa, who had gone to Lawrence in 1878. His remains were identified by his parents and sister. Here then was a plain case of murder in which Brown and Hillmon were principals, and Mrs. Hillmon and Baldwin accessories before the fact.

In a subsequent confession made by John H. Brown before a Notary Public, of Platte County, Missouri, he blamed Hillmon with the shooting. The notary's record is as follows:

John H. Brown, of lawful age, being duly sworn according to law, deposes and says: "My name is John H. Brown; my age thirty years. I am acquainted with John W. Hillmon, also Mrs. S. E. Hillmon and Levi Baldwin, of Douglas County, Kansas. Have known John W. Hillmon for about five years, and have been with him a good deal for the last two years. I was with him last March at Wichita, and on the trip from there to and around Medicine Lodge, in Barbour County, Kansas (where it is claimed that I killed him on the 17th of March, 1879). Along about the 10th of December, 1878, John W. Hillmon, Levi Baldwin and myself talked about and entered into a conspiracy to defraud the New York Life Insurance Company and the Mutual Life Insurance Company out of some money, to be obtained by means of effecting policies on the life of said John W. Hillmon. Baldwin was to furnish the money to pay the premiums and to keep up the policies in case they had to be renewed. Our



original arrangement was to get Hillmon's life insured for \$15,000, but it was afterwards changed to \$25,000. Hillmon and myself were to go off southwest from Wichita, Kan., ostensibly to locate a stock ranch, but in fact to in some way find a subject to pass off as the body of John W. Hillmon, for the purpose of obtaining the insurance money aforesaid. We had no definite plan of getting the subject, but to in some manner get one. The final termination of the matter was the last idea thought of. Our first trip out from Wichita was in the last days of December, while the snow was on. We expected to find a subject that would appear to be Hillmon frozen to death, and that could not be identified except by the clothes and papers found upon it, and so I could pass it off as Hillmon. We went from Wichita to Medicine Lodge; then direct to Sun City; from there to Kinsley; from there to Great Bend, on the Santa Fé Road; then to Larned, and to Wichita via Hutchinson. Hillmon and myself were entirely alone on this trip. Hiff, of Medicine Lodge, saw Hillmon on this trip. We put up at his stable. I then stayed at Wichita until the 4th of March. Hillmon in the mean time went up to Lawrence to see his wife, and to get some more money. He returned about the first of March, and on the 5th we left on our second trip. We went due west to Cowskin Creek, and then west to Harper City, then to Medicine Lodge, on by Sun City, and beyond some miles; then we turned northeast down Medicine River, to a Camp on Elm Creek about eighteen miles north of Medicine Lodge (where Hillmon is claimed to have been killed). We got there about sundown, and stayed in camp until the next evening. We overtook a stranger on this trip the first day out from Wichita, about two or two and a half miles from town, whom Hillmon invited to get in and ride, and he (Hillmon) proposed to hire him to work for him on the ranch as proposed to be located. This man was with us during all this trip. Hillmon proposed to me that this man would do for a subject to pass for him. I told him and contended with him that the man would not do to pass off for him, giving him various reasons why the man would not answer his description, and complained and objected because his proposition was to take the man's life, and I protested and said that was going beyond what we had agreed, and was something I had never before thought of, and was beyond my grit entirely. But Hillmon seemed to get more deeply determined, and more and more desperate in the matter. Plans were taken not to have more than two of us seen together in the wagon. Sometimes one and then the other would be kept back out of sight. On his trip up to Lawrence Hillmon was vaccinated. His arm was quite bad. Hillmon kept at the man until he let him vaccinate him, which he did, taking his pocket-knife and using virus from his own arm for the purpose. He also traded clothes with him, Hillmon first giving him a change of underclothing, then traded suits, the one he was killed in. The suit he was buried in was a suit Hillmon traded with Baldwin for

This man appeared to be a stranger in the country, a sort of easy-going fellow, not suspicious or very attentive to anything. His arm became very sore, and he got quite stupid and dull. He said his name was either Berkley or Burgess, or something sounding like that. We always called him Joe. He said that he had been around Fort Scott awhile, and had also worked about Wellington and Arkansas City. I don't know where he was from, nor where his home or friends were. I did not see him at Wichita, that I know of. I had but very little to say to the man and less to do with him. He was taken in charge by Hillmon and yielded willingly to his will. I dreaded what I thought was to be done, and kept out of having any more to do with him than was possible. I frequently remonstrated with Hillmon, and tried to deter him from carrying out his intention of killing the man. The next evening after we got to the camp last named, the man Joe was sitting by the fire. I was at the hind end of the wagon, either putting feed in the box for the horses or taking a sack of corn out, when I heard a gun go off. I walked around and saw the man was shot, and Hillmon was pulling him away around to keep him out of the fire. Hillmon changed a day-book from his own pocket to Joe's, and said to me everything was all right and in shape just as he wanted it, and that I need not be afraid, but it would be all right. He told me to get on a pony and go down to a ranch about three-quarters of a mile and get some one to come up. He took Joe's valise and started north. This was about sundown. We had no arrangements about communicating with each other. He first proposed to do so, but I told him I did not want to know where he was; that in case I should, I might find out some other way. I have never heard a word from him since that time. At Lawrence Mrs. Hillmon gave me to understand that she knew where Hillmon was, and that he was all right. The man over whom an inquest was held at camp, afterwards at Medicine Lodge and at Lawrence, Kan., was the man Joe Burgess or Berkeley, killed by Hillmon as related above, and John W. Hillmon I believe to be still alive, at least he left our camp and went north, as stated above. After killing Joe, Hillmon said he would assume the name of William Marshall. Baldwin, his wife, and Mrs. Hillmon know all about this."

The last trial of this remarkable case, which took place in the United States Circuit Court at Topeka, before Judge A. D. Thomas, occupied a period of nine or ten weeks in the early part of 1895. With regard to the question of identity it was shown that while Hillmon's height was five feet nine inches, Walters's height was five eleven and a half. There were material differences between the hair, the teeth, and the weight, and one had several distinctive scars. While eight witnesses declared that the body in dispute was Hillmon's, twenty-one

of defendant's witnesses testified that it was not Hillmon's, and twenty-six others, including Miss Alvina D. Kasten, who was engaged to be married to Walters, insisted that the body was Walters's.

Charles Hay testified that he saw Hillmon alive near Leadville in July, 1879, and the following witnesses declared that he was alive after March 17th, 1879, the date at which Hillmon is claimed to have been shot: Richard Helm, of Albuquerque, N. M., J. D. Benton, of New Mexico, and W. E. Northrup of New Mexico, who saw Hillmon alive in 1884 and 1885. The following witnesses who knew Hillmon intimately in the 70's, having hunted on the plains with him, identified him when arrested and imprisoned in 1889, in Tombstone, Arizona: John H. Mathias, Geo. S. Baker, Chas. W. Hart.

Mrs. Hillmon in 1882 admitted before five witnesses that her husband was alive. Mrs. Geo. A. Nichols (Hillmon's sister), Geo. A. Nichols and W. W. Nichols (Hillmon's two brothers-in-law), Mr. S. D. Nixon and Mrs. Maggie Nixon, all testify that Mrs. Hillmon, at the first trial of the case at Leavenworth, went to the Continental hotel, where the above-named parties were stopping, to find out what they intended to testify to in the case, as to the appearance of her husband, and when told that they would describe his defective teeth and the scar on the hand, exclaimed, "If you, his sister, you, his brothers-in-law, and you, his friends, mean to testify to that, then I will go and withdraw my suit, and turn my husband over to the authorities."

On the 15th of September, 1879, Mrs. Hillmon went to the office of Mr. Wheat, one of the attorneys for the plaintiff, who lived in Leavenworth, and demanded from him the policies, which he then held, stating that she wanted to "back out" from suing the companies; Mr. Wheat refused to give them up unless he was paid \$10,000, claiming a lien to that extent. Mrs. Hillmon finding that she could not obtain the policies to hand back to the companies, executed four releases, the following being a copy of one, and all being identical, except the name of the company, number of the policy, and amount:

LAWRENCE, KANSAS, Sept. 15, 1879

In consideration of one dollar to me in hand paid, the receipt whereof is hereby acknowledged, I hereby release, surrender and acknowledge satisfaction in full of all claims against the Mutual Life Insurance Company of New York, by reason of policy No. 195,132, issued by said company, dated December 10, 1878, and for the sum of ten thousand dollars on the life of my husband, John W. Hillmon, and hereby enter satisfaction in full, and order the dismissal of any and all suits or proceedings commenced or that may hereafter be commenced by any person or persons, in my behalf, for the collection of the same.

(Signed.)

"S. E. HILLMON."

Attest: { W. J. BACHAN,  
JOHN H. BROWN.

These releases were signed without the payment of one dollar, or the promise of the payment of one dollar. They were signed upon one condition, namely, that the companies should agree of themselves, not to undertake the prosecution of John W. Hillmon, Mrs. Hillmon, Levi Baldwin and John H. Brown; but with the understanding that if the State prosecuted them, the companies would not withhold the evidence which was then in their hands.

The insurance companies claimed that a conspiracy was entered into by John W. Hillmon, Levi Baldwin and John H. Brown, for the purpose of insuring Hillmon's life; in pursuance thereof securing the body of another man and palming it off upon the companies as that of Hillmon, and then collecting the insurance money upon Hillmon's life and dividing it among themselves. The companies also claimed that Mrs. Hillmon became a co-conspirator with them at the time of the inquest, and continued to be such from that time on; and that also others, on account of their pecuniary interest, became co-conspirators engaged in the endeavor to collect the insurance money on the life of Hillmon, Hillmon not having lost his life.

In support of this charge of conspiracy, Dr. Phillips testified that Levi Baldwin asked him all about life insurance, the length of time after death before decomposition set in, and the appearance of a man after being buried; and also said, "Doc, wouldn't it be a good plan to insure some fellow's life,

have him disappear, and go South and get the body of some 'greaser' and pass it off on the insurance companies for him?" Mr. Blythe, an attorney of Tonganoxie, testified that Baldwin and Hillmon came to him one day and asked all sorts of questions as to the manner of collecting insurance money in the event of death. Baldwin told him that he meant to insure Hillmon's life, and wanted to know how he should go about it. Mr. Blythe explained that as he was not a life-insurance agent, it would be better to consult those who were engaged in the business. Mr. Selig, Mr. G. W. E. Griffith and Major Wiseman testified that Baldwin and Hillmon went, unsolicited, and made application for \$50,000 insurance upon the life of Hillmon, \$25,000 of which was issued; that Baldwin and Hillmon repeatedly asked what form of statement had to be made out in order to collect the money in the event of Hillmon's death. Mr. Carr testified that Baldwin told him in March, 1879, that he and Hillmon were mixed up in a scheme to get hold of "a lot of money."

As already remarked, the successive suits, the adjudicature of the highest court in the land, the efforts made in tracing the fugitive in Arizona and Mexico, and the employment of all the legal and detective machinery available, must have cost the companies more than \$25,000, the amount of the claim. They have never accepted the averment that the man killed near Medicine Lodge in March, 1879, was John W. Hillmon. They have always contended and they are firm in the belief that it was another man who was killed, and that the parties to a criminal conspiracy undertook to palm off the body as Hillmon's, while they facilitated Hillmon's escape and concealment. It is now seventeen years since Hillmon disappeared, and if he is still lingering among the living he has well preserved his disguise. In the event of proof of his death the companies have of course been ready to meet their obligations; but until such proof is complete and satisfactory, or until the courts in their final judgment make payment compulsory, they are justified in resistance.



## HOMICIDE.

## POISONING, AND MORE VIOLENT FORMS OF ASSASSINATION.

In revolving our many-sided picture, we next come to the tragic side, the portion whereon the darker shadows fall. Here, to the eagerness of the speculator, and the calculation of the gamester, is added the fiendishness of deliberately planned and relentlessly pursued homicide; and in view of the fact that the victim is generally selected from that relationship or that friendship which will sustain an insurable interest, we may well exclaim—

“ Murder most foul, as in the best it is;  
But this most foul, strange, and unnatural.”

If we scan the biography of the homicides who have left their names on the scroll of infamy, we find that many of them were patterns of gentlemanly grace and fastidious polish. But under the surface show of refinement and complaisance was the serpent's fang. The velvet glove concealed a bloody hand; gilding and sugar-coating masked the poison that had been smuggled into the salutary drug prescribed as a restorative. Probably no one of this class ever equalled Thomas Griffith Wainwright, the literary coxcomb, who, under the *nom de plume* of Janus Weathercock, wrote such slashing reviews and spicy criticisms in the English magazines, on art and artists, the drama, the opera, and the ballet. Of fine person and fascinating manners, great fluency and ready wit, he was not only an acknowledged leader of fashion, but such a favorite in aristocratic circles, that even the gentle and amiable Charles Lamb could not help writing of him, “kind, light-hearted Janus Weathercock.” Nor did he ever sparkle with such unwonted gayety, or so out-shine his accustomed elegance, as while the poison he was secretly administering was speeding on its deadly errand. It is nearly a half a century since Helen Abercrombie's young life

was sacrificed by this brother-in-law, in hope of gaining £18,000, but many another half-century will roll around before the circumstance will be forgotten in England. Whoever follows his career can easily understand why Mr. Francis observes of him, "It was death to stand in his path; it was death to be his friend; it was death to occupy the very house with him. Well might his associates join in that portion of the litany which prays to be delivered from battle and murder and *sudden death*, for sudden death was ever by his side."

Yet, in point of resolute daring and in frequency of repetition, Wainewright's methods of assassination were tame compared with those of William Palmer, the sporting surgeon, a history of whose crimes is here presented to the reader.

#### WILLIAM PALMER, OF RUGELY.

In the valley of the Trent, on the line of the Northwestern Railway of England, lies the quiet, pretty town of Rugby. It is about midway between the great sporting grounds of Derby and of Chester, and is well known for its jockeys and its horse-fairs.

Among the fields and the trees which make the town—like almost every English country town—enchantly beautiful, is an old square house of brick, standing on the shores of the river, with gardens sloping to the margin. With the generations to come it will very likely be called a haunted house, and the yews which darken the door-step will nourish murderous memories in their shadow.

A wood merchant lived years ago in this square brick house, who made the building what it is only after acquiring, very suddenly and very mysteriously, a large fortune. His business was not extensive; he was known to be a betting man; yet he lived extravagantly, reared a family of five sons and two daughters, and one day suddenly and mysteriously died.

Of the five sons, one became a clergyman, one a grain merchant, another an advocate, a fourth a lumber merchant, and the fifth, whose name was William Palmer, studied chemistry in Liverpool, and became a surgeon.

At the time (1856) public attention was attracted to the crimes which have made his name famous, Palmer was only

thirty-five years of age; he was a man of fine presence and winning manners; he had played, in his youth, the country *roué*, and had married, some years before, the natural daughter of Colonel Brooks, of the East India service.

Colonel Brooks was a man of fortune. He was mysteriously assassinated not long after the marriage of his daughter. By his will, he had bestowed upon the mother of his child a life-lease of his estate. The daughter (Mrs. William Palmer) was remarkable for her beauty as well as for her kindness of heart, and the poor people of Rugely have always a good word for the memory of Mrs. Palmer.

William Palmer seemed to give himself up to two fancies of a very opposite nature, to wit: horse-racing and chemical experiments in his private laboratory.

The first involved a full purse; his private resources became speedily exhausted; he appealed to his mother-in-law, who, anxious in regard to her daughter's happiness, and suspicious of the dissolute habits of her son-in-law, left her own home, and came to establish herself with her daughter at Rugely. Four days after her entrance in Palmer's house she died suddenly. The property of which she was in possession passed into the hands of Mrs. Palmer, and under the control of the husband.

New stables were built at Rugely, new horses purchased, new bets entered, new acquaintances made, and new debts contracted. The Jewish money-lenders of London were appealed to, and money loaned at enormous rates.

Meantime four of his children died suddenly, at intervals of one or two years. Only one remained as heir to the fortune of the mother, which at her death was to pass to the child.

Mr. William Palmer, as a measure of precaution, secured an insurance upon the life of Mrs. Palmer for \$75,000. The physicians testified to her perfect good health, and the premium paid was not exorbitantly high, but was more than he, at that time, was able to pay, as he was so pressed for money that he drew a bill, which was actually discounted on the security of the policies, so that he, with criminal ingenuity, contrived to make the policies pay for themselves.

A troublesome claim of £700 (a debt of honor) was held against Palmer by one of his sporting friends named Bladen.

This gentleman visited Rugely to collect the sum, was a guest of Palmer, fell sick at his house, was visited by an old physician (the family adviser of Palmer), was drugged, and died. The debt was canceled, and the old physician reported the case as one of cerebral fever.

In a little time, perhaps after a year, Mrs. Palmer took a slight cold on a pleasure excursion to Liverpool; the old family physician and a deaf nurse attended her; the husband insisted upon active treatment; the poor lady lingered for a month, and died.

The pleasant old physician made out his certificate of the cause and time of her decease; it was signed by the nurse, and accepted by the authorities of Rugely, who all admired and flattered that "game" fellow, William Palmer, Esquire!

The London life-assurance companies paid their losses, and the surgeon Palmer was again afoot for new enterprises on "the Derby." But he found occasion shortly to negotiate, through his Jew friends of London, for insurance upon the life of a brother, Walter Palmer, who had been addicted to drinking, who had been threatened with delirium tremens, but who, subject to the special guardianship of his brother William and of the "old physician of the family," it was hoped and affirmed by competent examiners would live for many years to come.

The insurance was effected for the sum of £13,000. The surgeon Palmer employed a man to attend upon his brother, and to supply regularly all his wants. Even his own inclination for the bottle was not forgotten by the new guardian; Walter Palmer resisted, however, the influences of gin, until a visit from the brother—in the autumn of 1855—supplied some stronger stimulant, and the wretched drunkard died.

Application was made to the London office for the payment of the amount insured, but refused. *The application was not renewed.* There were those who had seen Palmer on the turf who spoke suspiciously of this circumstance; but who should venture to accuse William Palmer, Esquire, of foul dealing? Did he not own one of the best studs in the country? Had he not been on terms of familiarity with Lord Bentinck? Was he not regular and prompt in his contributions to the parish church of Rugely? Did not the rector dine with him from

time to time, and admire his great horses Strychnine and Chicken? Was he not become altogether an English country gentleman?

At the Shrewsbury races, in November, 1855, appeared with Palmer a young man of about twenty-eight, named John Parsons Cook. Both had large stakes involved, but with different results. The "Polestar," Cook's horse, won, by which Cook received £2,000. "Chicken," Palmer's horse, was beaten, by which Palmer was utterly wrecked. He had taken immense bets, with the hope of winning enough to pay the suits on the £13,000 forged notes then pressing upon him. These bets turned against him, and exposure became imminent.

But this was not the only difficulty. Palmer had borrowed largely of Cook, who, besides his late winnings, was possessed of a fortune of about £12,000. By fair or foul means, he had obtained what purported to be Cook's signature to notes to a very large amount. Cook's sudden death could not be other than advantageous to him, in the circumstances under which he was placed. It was then, according to the prosecution, that he took measures to bring this death about.\*

On the 5th of November, Cook took lodgings at Rugely, the town where Palmer lived. His life had been previously dissipated, and he had been suffering much from ulcerations in the throat, the result of venereal excesses. On the 14th of November, the day after the races, Cook and Palmer were drinking together at the inn at Shrewsbury, where, according to Palmer's statements at the time, Cook was more or less affected by liquor. Palmer, towards the end of the evening, was seen mixing some colorless liquid in the passage leading to his room, and shortly afterwards gave some brandy-and-water, mixed by himself, to Cook, who drank it, and immediately cried out that there was something in it—that "it burned his throat dreadfully."

Palmer immediately took the glass, drank what remained, and handed it to a third person to try, who found, however, nothing left. Cook was soon after taken very sick, vomiting largely. He recovered, however, enough to be on the race-

\* Wharton & Stillé's Medical Jurisprudence.



course the next day. The day after (Friday, the 15th), he arrived at Rugely with Palmer. He continued unwell throughout that and the next day (Saturday), when Palmer gave him some coffee, after which he vomited. On Sunday, Palmer caused some broth to be made, which was given to Cook. This broth was tasted by the chambermaid at the inn, who was by it made very ill. On Saturday, Palmer sent for Mr. Bamford, a practitioner at Rugely, to give his attendance to Cook, and on Monday he wrote to Mr. Jones, who practised at Lutterworth, telling him that Cook was sick with a bilious attack, and asking his medical services also. Certain pills of an antibilious character were given by Mr. Bamford to Palmer, to be administered to Cook.

After sending for Mr. Jones, Palmer went to London on business, and returned on the evening of the same day (Monday) to Rugely. On his return he went to a druggist, with whom he had not been in the habit of dealing, and bought three grains of strychnine. When he saw Cook, he administered to him pills which purported to have been those prescribed by Bamford. Cook had, during the day, been much better, and had been talking with his jockey and trainer. But an hour after he had taken the pills, the inn was roused by the violent ringing of his bell, and by the screams—"Murder! Christ have mercy on my soul!" At once the servants gathered in his room, and he was found in extreme agony on his bed, beating around him with his hands, and in the highest muscular tension. His cry was that he would be suffocated, he was agonized with convulsions, and when a composing drink was given to him, he grit his teeth, and snapped at the glass and spoon. His first call, when the servants came in, was to send for Palmer. Palmer came, and remained with him until six o'clock the next morning.

Between eleven and twelve on that day (Tuesday), Palmer went to another druggist, and bought six grains of strychnine and a small amount of opium. At three o'clock arrived Mr. Jones, the physician from Lutterworth, who was a personal friend of Cook's, whom he found much better. That evening, the two physicians had a consultation with Palmer, Mr. Jones declaring that the symptoms were different from those

described to him by Palmer. Mr. Bamford prepared some additional pills, which were given by him to Palmer, who at night administered pills from the same box to Cook; within an hour after taking the pills, Cook was attacked in the same way as on the previous evening. He was in violent spasms; his breathing was almost entirely suspended; his muscular system was strung to the highest tension; and he was so rigid that, when he cried to be lifted up in bed, this was found to be impossible. So great was this stiffness, that, when lying with his face upward, his back arched inward, and only his head and heels touched the bed, they bearing his whole weight. He cried to be turned over on his side, which was done, when in a few moments he died quietly. Palmer, who was sent for immediately on the attack, arrived at once, and remained until the death.

Two days afterwards, Mr. Stephens, Cook's stepfather, came to Rugely to inquire into the circumstances. He found the body still unburied, and a certificate from Mr. Bamford was given him, to the effect that the death was by apoplexy. His suspicions were excited by his inability to find Cook's betting-book; by a claim set up by Palmer against Cook's estate for £4,000; by the anxiety which Palmer showed to make it appear that Cook had lately squandered away all his available funds; and by his efforts to have the body buried at the earliest moment. Mr. Stephens went at once to London, and made arrangements for a post-mortem examination. This took place at Rugely, in the presence of several medical men, Palmer being in attendance. No symptoms of disease were discovered, except the ulcers on the tongue, which have been already mentioned, and some white granules on the lower part of the spine. With some carelessness the stomach and intestines were taken out and placed in a jar; and it was noticed, first, that while the operator was at work he received a push, communicated apparently through Palmer, which produced some disarrangement; and second, that the jar was afterwards removed by Palmer towards the door, ostensibly for the purpose of greater convenience, and was then found with two cuts through the parchment which had been placed over its mouth. It is clear, however, that its contents had not been tampered

with, though it was in evidence that Palmer told the boy who was employed to drive Mr. Stephens and the jar to the station, that he would give £10 to see the jar upset. Such was the evidence of the prosecution, though on cross-examination the witness who testified to the last point seemed to leave it uncertain whether it was Stephens or the jar that Palmer so much desired to see thus disposed of.

The stomach and intestines were analyzed by Dr. Taylor, an eminent toxicologist of London. The result was that a little antimony was discovered, but no strychnine or prussic acid. Dr. Taylor and Mr. G. Owen Rees certified accordingly, adding that it was "now impossible to say whether any strychnine had or had not been given just before death." When Dr. Taylor, however, became acquainted with the symptoms, he changed his opinion, holding, as subsequently advised, that the death was produced by strychnine.

So great was the local excitement, that Parliament, at Lord Campbell's suggestion, passed a bill transferring the venue to the Metropolitan Court of the Old Bailey, in London. The case came on for trial on May 14, 1856. The main strain of the trial was on the question whether the non-detection of strychnine in the remains was to be conclusive. Testimony, though not of the highest order, was adduced by the prisoner to prove that it was. On the other hand, the Crown produced very high authorities to show that strychnine acts by absorption into the blood, and thence it passes into the nervous system; that it exhibits itself peculiarly and distinctively by a violent, spasmodic convulsion and rigidity of the muscles, particularly those of the chest; that death is finally produced by suffocation; and that, as only the excess of poison beyond what is necessary to produce death remains in the stomach, no trace is to be found when only the minimum dose is given. That Palmer was acquainted with the way in which the poison acts, was evident from the fact of a note-book of his being found, in which the page was turned down at a point containing a description of death by strychnine.

From Lord Campbell's charge to the jury we extract the following important passages:

You have evidence of strychnia having been procured by the prisoner on the Monday night before the symptoms of strychnia were exhibited by Cook, and, by the evidence of Roberts, undenied and unquestioned, that on Tuesday six grains of strychnia were supplied to him. Supposing you should come to the conclusion that the symptoms of Cook were inconsistent with death by strychnia: if you think that his symptoms are accounted for by merely natural disease, of course the strychnia obtained by the prisoner on the Monday evening and the Tuesday morning would have no effect; but if you should think that the symptoms which Cook exhibited on the Monday and Tuesday nights are consistent with strychnia, then a case is made out on the part of the Crown. After the most anxious consideration, I can suggest no possible solution of the purchase of this strychnia. The learned counsel for the prisoner told us in his speech that there was nothing for which he would not account. The learned counsel did not favor us with the theory which he had formed in his own mind with respect to that strychnia. There is no evidence, there is no suggestion how it was applied, what became of it. That must not influence your verdict, unless you come to the conclusion that the symptoms of Cook were consistent with death by strychnia. If you come to that conclusion, I should shrink from my duty, I should be unworthy to sit here, if I did not call your attention to the inference that, if Cook did die from strychnia, that strychnia was administered by the prisoner at the bar. . . .

It appeared that, in the middle of November, Palmer was involved in pecuniary difficulties of the most formidable nature; that Cook, the deceased, by winning a race, became master of at least £1,000, and there is evidence, from which the inference may be drawn, that the prisoner formed the design of appropriating that money to his own use; that he did appropriate the money to the payment of debts for which he alone was liable, and, if Cook had survived, the fraud must have been exposed. Upon the important question of whether Cook died from natural disease or from poison, we have the evidence of Sir B. Brodie, and of other most honorable and skillful men, who say that, in their opinion, he did not die from natural disease, as they know of no natural disease which will account for the symptoms attending his death, and many say that they believe the symptoms exhibited by him were the symptoms of strychnine. All we know respecting strychnine not being in the body is that in that part of the body which was analyzed by Dr. Taylor and Dr. Rees they found none.

His Lordship then drew attention to the evidence that the deceased had been tampered with by having something put into his brandy-and-water, broth, etc., the absence of any satisfactory explanation of his having bought strychnine, and the behavior of the prisoner after Cook's death. He said:

The answer consists of two parts: first, the medical evidence, and secondly, the evidence as to facts. With regard to the medical witnesses on the part of the prisoner, I must observe that, although there were amongst them gentlemen of high honor, consummate integrity, and profound scientific knowledge, who came here with a sincere wish to speak the truth, there were also gentlemen whose object was to procure an acquittal for the prisoner.

His Lordship next read Mr. Herapath's evidence, and, at the close of it, remarked:

Mr. Herapath is a very distinguished chemist, and no doubt says what he sincerely thinks. He is of opinion that where there has been death by strychnia, strychnia ought to be discovered. But he seems to have intimated an opinion that the deceased in this very case died by strychnia, and Dr. Taylor did not use proper means to discover it. If you are of the opinion that the symptoms were consistent with death from strychnia, you should consider the evidence given in the case, to see whether strychnia had been administered by the prisoner at the bar. These are the questions I again put to you. If you come to the conclusion that these symptoms were consistent with death from strychnia, do you believe that death actually resulted from the administration of strychnia, and that strychnia was administered by the prisoner at the bar? Do not find a verdict of "guilty" unless you believe that the strychnia was administered by the prisoner at the bar; but if you believe that, it is your duty to God and man to find the prisoner guilty.

At the conclusion of this address from the Lord Chief Justice, the jury retired from the court. They re-entered their box after an absence of one hour and seventeen minutes, having found a verdict of *guilty*.

The prisoner was subsequently executed, and, though the question was greatly agitated, both medical and legal opinion have settled down into the belief that the conviction was *right*.

The body of Mrs. Ann Palmer, the wife of the prisoner, had been lying fifteen months in the grave, under a professional burial certificate of death from *bilious cholera*, when the sudden death of Cook, and the detection of antimony in his body, led to the exhumation of the body of this lady. "It was found," says Dr. Taylor, who conducted the autopsy and examination, "that she died from the effects of antimony, which was detected in all parts of the body. When the history of the illness which preceded death was gone into, it was found that the symptoms were consistent with the effects of tartarized antimony, but not



with those of bilious cholera, or of any other disease. Antimony had not been prescribed for the deceased during her illness, and it was therefore clear that it must have been administered to her by some one up to within a short period of her death." \* Within a little more than six months after effecting the insurances on her life, the wife died from poison under his immediate superintendence. On her death, the large sums insured were claimed by Palmer, and were paid to him by the companies. Although there was at the time some suspicion, there was no inquest or inspection, and the body was hastily buried. It seems that the general respectability of Palmer, his social and professional position, together with the two medical certificates of the cause of the wife's death, checked any intention which might have existed on the part of the companies to resist the payment of the policies.

It was ascertained that the death of Walter Palmer, the brother of William, was probably caused by prussic acid. Walter had died suddenly, in the presence of his brother William and another man of doubtful character; and it was proved that William had, an hour or two before Walter's death, purchased at a druggist's a bottle of prussic acid. At the inquest held on the body of Walter, it was shown that Palmer had directed the man with whom he had placed the brother, after the insurance on his life, to give him as much brandy as he would take, and to keep a quantity of this spirit by his bedside. The brother was a drunkard, but this mode of destroying life was too slow for Palmer's purpose. When the necessity for money increased, he reverted to the potent poison above mentioned, and suggested that death had been caused by apoplexy.

Palmer subsequently tried, but ineffectually, to insure, to the extent of £25,000, the life of his groom, George Bates, described by him in his application for the insurance as a "gentleman of independent means;" and he advised a man named Cheshire, the postmaster of Rugely, also to effect life insurances to the extent of £5,000, and assign the policies to him. But for the revelation of facts connected with the death of Cook, these two persons, on whose heads a heavy life insurance value had thus been set, would have been the next victims.

\* Taylor's "Medical Jurisprudence."

## THE GOSS-UDDERZOOK TRAGEDY.

## I.

A brief announcement appeared in the local columns of a Baltimore newspaper, published on the morning of February 3, 1872, stating that W. S. Goss, residing at No. 314 North Eutaw Street, had been burned to death the previous evening, in a house on the York Road, about four miles out. The fire was supposed to have been caused by an explosion of some chemicals with which he was experimenting. The building in which the accident occurred was entirely consumed. The charred remains were taken out of the burning building by Mr. Udderzook, a brother-in-law, aided by some neighbors.

Four days later the attention of several life-insurance companies was called to the incident thus briefly related, through notifications served upon them in the following form:

BALTIMORE, February 7th, 1872.

This is to notify of the death of W. S. Goss, which occurred in the following manner. He was in the habit of going to a place in the country, where he was engaged in making samples of a substitute for india-rubber. On the evening of his death he went out as usual, in company with his brother-in-law, Mr. William Udderzook; and when night came on he lit his lamp, one which he has used for some time. The lamp burned for awhile, then suddenly went out. He lit it several times again, but it refused to burn. Mr. U. told him he would go to a neighbor's house and get another lamp, and while he was gone, the lamp exploded and set fire to the house, and W. S. G. was burned to death. The coroner held an inquest and rendered the following verdict: That W. S. Goss came to his death by the explosion of an oil-lamp.

A. C. Goss, brother of W. S. Goss.

The insurance companies directly interested in this matter were the underwriters of the following policies, all of which were upon the life of Winfield Scott Goss, for the benefit of his wife, Eliza Waters Goss: First, an ordinary life policy for \$5,000, written by the Mutual Life Insurance Company of New York, dated May 21st, 1868. Second, a similar policy for \$5,000, in the Continental Life Insurance Company of New York, dated May 26th, 1871. Third, an accident policy in the sum of \$10,000, in the Travelers Insurance Company of Hartford, dated October 18th, 1871. Fourth, a life policy

for the sum of \$5,000, in the Knickerbocker Life Insurance Company of New York, dated January 26th, 1872. The insurance companies regarded the circumstances of the case with suspicion, and they at once made inquiry into the facts.

At the commencement of the investigation, there was no incident or fact which of itself was conclusive of fraud; but there were minor tokens which, grouped together or viewed in their relations to one another, led to conviction that the mystery surrounding the fire needed explanation. It seemed highly improbable that a strong, athletic man, such as Goss was known to be, should be overpowered in the manner described, and unable to make his escape from the burning building. The plausible stories of Udderzook, and of the brother, A. C. Goss, tended to convey the impression that *they knew too much*. At an inquest held by the coroner upon the next day following the fire, and again at an interview with the insurance agents soon afterwards, Udderzook testified that he was a brother-in-law of Goss, they having married sisters; that he resided at No. 167 Conway Street, Baltimore, where he had lived during the last six years; that on Friday afternoon, the 2d day of February, 1872, he met Goss, by appointment, between Biddle and Howard Streets, in the city of Baltimore, when they at once proceeded out on the York road to a cottage on the premises of a Mr. Lowndes, where Goss had been experimenting in the manufacture of some substance to be used as a substitute for india-rubber. They walked part of the way, and then rode in a Waverly horse-railway car to the terminus of the line. This brought them to within three-quarters of a mile from the cottage. On leaving the car they went into a store, where they procured a gallon of kerosene oil, carrying the oil in a wicker-covered demijohn, which they had left at the store some three days previously. Goss also purchased a bottle of whiskey. They then walked to the residence of one Engel, where they borrowed an axe, and thence they both proceeded directly to the cottage, where they built a fire in a stove which was in one of its rooms. This was about half-past three o'clock in the afternoon. From that time until dark, Goss visited the cellar of the cottage some three or four times. About dusk Goss filled a coal-oil lamp, in Udderzook's presence, using the

oil from the demijohn brought there that afternoon. The lamp would hold about a quart of oil, and was filled full. At about six o'clock he, Udderzook, went to Engel's house and returned the axe which he had borrowed, and remained there at supper with the Engel family. After supper he and Gottlieb Engel went to the cottage, where Goss, Engel and himself all drank whiskey from the bottle which Goss had obtained that afternoon. About an hour afterwards the light of the lamp went out. One of them then lighted a piece of candle and attempted to relight the lamp with the candle blaze, but was unsuccessful. Engel proposed to cut off a portion of the wick, and Udderzook offered to get a new wick from the store. Goss suggested that a lamp be obtained from Engel's house, whereupon Udderzook and Engel left the cottage for that purpose. Arriving at Engel's house, they remained there from fifteen to twenty minutes, when Udderzook, starting to return, discovered that the cottage was on fire. Together with Gottlieb Engel and Louis Engel, he ran to the scene of the fire as fast as possible, and on arrival found the flames bursting from the windows and the roof. He made no attempt to enter the house, nor to his knowledge did any one else attempt an entrance, on account of the fierceness of the flames. After he had been at the fire about half an hour, he sent Louis Engel to Goss's residence, No. 314 Eutaw Street, to inform the family of the fire and of his fears that Goss was burned to death. About an hour after his arrival at the fire, he expressed his fears to Mr. Lowndes that Goss was in the burning building. The roof and a portion of the sides of the building had then fallen in. An effort was at once made by the spectators present, to ascertain if Goss had been burned with the building, which led to the discovery of a human body so burned as to be past recognition or identification. He, Udderzook, had visited every room in the cottage during the afternoon of that day, and he knew there was no one in the house during that time except himself and Goss, and no one entered the house afterwards, except Gottlieb Engel, up to the time when he and Engel went for a lamp. He also knew that there was no dead body in the house, and that no dead body had been brought to the house that day or evening, or at any other time. He had no knowl-

edge which led him to believe the body found in the ruins was the body of any other person than Winfield S. Goss.

In giving his story of the occurrence, Udderzook manifested a willingness to mention every detail known to him, and was ready to account for and explain apparent inconsistencies. At no time did he betray an uneasiness under his close cross-questioning by the insurance men, before whom he voluntarily presented himself for the purpose. The main features of his account of the fire were corroborated by other and disinterested parties. The Engel family were visited and interrogated. They lived about three hundred yards distant from the cottage, and had known Goss and Udderzook during the preceding six months. They were evidently an honest, industrious German family, who would not knowingly be a party to any deception. It is certain that they were credulous, and did not doubt what seemed to them the evidence of their senses, that Goss was burned up at the cottage fire.

Gottlieb Engel was a simple-minded, hard-working young man of twenty-three years. He saw Goss and Udderzook on the afternoon of February 2d, and loaned Udderzook the axe. He said that Goss asked him to come to the cottage in the evening, after supper, as Udderzook was going back to the city after a while, and Goss would like to have him there for company. While eating his supper Udderzook came in and returned the borrowed axe. Mrs. Engel, Gottlieb's mother, inquired where Goss was, and Udderzook replied that he was at the cottage. Udderzook further said to them that Goss wanted him to stay with the Engel family about an hour and a half, so Mrs. Engel invited him to a seat at their supper-table. After supper Udderzook and Gottlieb went to the cottage. On arriving there they were admitted by Goss, who unlocked the door from the inside. They went into the southeast room of the cottage, where there was a fire in the stove. Gottlieb remembered seeing a coal-oil lamp burning in an adjoining room, where there was also a work-bench. Goss brought the lamp and put it on the floor of the room where they were. Gottlieb went into the room where the work-bench was, but into no other, except the room he first entered. While Gottlieb was there, Goss went several times into a third room, alone, closing the door



after him each time. Every time he went to that room he took the lamp with him. The last time he came out he remarked, "I wish I had my fortune." Goss went to the cellar once while Gottlieb was at the cottage. The entrance to the cellar was on the outside of the house. At one time, while Goss was entering the room where Gottlieb and Udderzook were, the light of the lamp which he was carrying went out. Goss then called to Udderzook to bring a light, and Udderzook took him a lighted paper, but he did not light the lamp with it. Udderzook then lighted a piece of candle, and with it attempted to light the lamp, but the tallow ran upon the lamp-wick, which prevented its lighting. Gottlieb offered to remedy the trouble by changing the ends of the wick, but Goss objected. Udderzook proposed to get a new wick from the store, but Goss said a lamp had better be obtained from Engel's house, when Gottlieb offered to go and get one. He at the same time invited Goss to go with him and get his supper. Goss refused to go, but insisted on Udderzook going with him. Gottlieb and Udderzook then went back to the Engel house. After they had been in the house about ten minutes Mrs. Engel said to Udderzook, "You had better go now," she thinking Goss was left alone in the dark. But Udderzook delayed going, and after a while went into the kitchen for a drink of water. Gottlieb was close behind him, and noticed the reflection of the light of the fire. They stepped out upon the porch, when Gottlieb said it was the cottage on fire. Udderzook replied, "Scott has illuminated." Gottlieb at once ran as fast as he could to the fire, and outran Udderzook, who caught up with him after he had slackened his pace. While at the fire Udderzook said to Gottlieb, "I think Scott is in the house," when Gottlieb replied that he had probably run out of the building. At the time, Gottlieb did not believe that Goss was in the building, and he returned home before the body was recovered. Udderzook came to the Engel house that evening and told the family that Goss had been burned to death, and his body found.

Upon interrogating A. Campbell Goss, the brother of W. S. Goss, as to his whereabouts during the night of the fire, he manifested extreme caution, and was guarded in his replies.

He preferred to submit his written statement covering the time in question, and he did so as follows, the paper being subscribed and sworn to under date of February 26th, 1872:

On Friday, at about noon, near one o'clock of the 2d of February, 1872, my brother, W. S. Goss, and I were with each other, and we parted at about that time on the corner of Fayette and St Paul streets. He told me he was going to his country place, where he was at work making samples and specimens of his substitute for india-rubber. I asked him to let me go out with him, but he requested me to remain in the city, and go to see Mr. Clark, a portrait painter in Mulberry Street, and collect some money Clark owed him for frames. I promised, and did so. This is the last time I saw Scott. Before we parted he told me to remain at my boarding-house, No 41 North Calvert Street, the next morning, and he would call for me, and we were going to see a Washville friend, James Thompson, at Locust Point. He left me to go home to his dinner. I went to mine at my boarding-house, then, in the afternoon, went to see Clark. Was at supper as usual. After tea, was in my room about an hour writing a letter home. Finished that; spent the evening with my landlady's family, as I often did. Retired to my room; went to bed, was there all night, and the next morning was waiting for my brother as promised, and while waiting received a letter from Mr. Way, a friend of Scott's, telling me a great misfortune had happened to my family. I immediately went to his house in Eutaw Street, and there learned of my brother's death. I went immediately to where this occurred, and found it was too true. About a week after this I went out with a friend to the wreck, and we looked awhile for his watch, keys, etc., but did not find them. A day or two afterwards I went and made a thorough search, and found his watch, chain, and keys in the débris.

A. C. Goss.

This statement of A. C. Goss was subjected to a thorough test as to its truthfulness, and was found to be false in several material points.

The lady who kept the boarding-house at No. 41 Calvert Street had a distinct recollection of the night of the fire, and of the fact that A. C. Goss was not at supper at her house that evening. After tea she saw him in her parlor. It was then past nine o'clock. The next morning after the fire, the burning of A. C. Goss's brother was the subject of conversation at her house, and the fact that Mr. Goss was "not home to supper" was noticed and spoken of at the time.

The daughter of this landlady also had a precise recollection upon that point. She was at home, in the parlor, when Mr.

Goss came in at about half-past nine o'clock that evening. He had made an engagement on that Friday morning to spend the evening with her. Instead of keeping it he left a note for her, saying that he was obliged to meet his brother, and would not be back until rather late, and was sorry to be obliged to break the engagement. That he was not at home to supper that evening was a fact observed, spoken of at the time, and explained by the young lady upon the information given her in the note written by Campbell Goss.

The proprietor of a livery stable also had a clear remembrance of the night of the fire. He was applied to that Friday, soon after dinner, by a man who wished to engage a horse and buggy to use that evening. The man said he would call for the horse about seven o'clock. He wanted to drive a short distance out into the country. The livery proprietor did not know the person at the time, but a few days afterwards, he saw and identified A. C. Goss as the same person. When A. C. Goss came to the stable, his name and residence were asked, and he gave his name as A. C. Arden, No. 314 North Eutaw Street, which name and address were noted down at the time. It afterwards appeared that Arden was the name of the father-in-law of W. S. Goss, and the street and number given was his residence at that time. He came for the horse about dusk, and did not return until a little past nine o'clock. On his return he gave a pair of buckskin gloves to a hostler at the stable. Of the identity of A. C. Goss with the party who hired the horse and buggy that evening, the livery proprietor had not a shadow of doubt. When he first thus identified A. C. Goss, he spoke of the gloves which his hostler had said were given to him, and which, on the contrary, it was supposed might have been left in the buggy by accident. But Goss denied all knowledge of the matter.

At this stage of the investigation it became quite reasonable to infer that A. C. Goss drove out to some point near the cottage, where he met his brother, W. S. Goss, by appointment, and drove him to a railway passenger station. The time occupied, considering the distances, and all the facts, fitted exactly his thus going from and returning to his boarding-house. The finding of certain personal effects in the débris, at the place

where the body lay, was regarded with suspicion, when it was ascertained that the place previously had been searched, carefully and thoroughly, for these very articles. Early upon the morning subsequent to the fire, and before the spot had been visited by any other person, a Mr. J. C. Smith searched for the watch and ring which he had seen Mr. Goss wear, but failed to find them. This Mr. Smith was a junk dealer, and had had much experience in searching for lost or hidden articles of value. He knew Goss personally, and he purposely went to search among the embers for the recovery of these or any other articles which Goss might have had upon his person. It began to be whispered about as very strange that no trace of such articles could be discovered, when Mr. A. C. Goss, more than a week afterwards, "made a thorougher search" and found the watch, chain, and keys.

There were other noticeable points in the early investigations of this case, of which we need only mention two. First, it was ascertained that Goss had drawn from the bank a small balance due him on his deposit therein, and thus closed his account, the day before the fire. Secondly, it was noticed that letters testamentary had been taken by Mrs. Eliza W. Goss, on the 6th day of March, 1872, indicating that W. S. Goss had executed a last will and testament prior to his cremation. The document was found on file in the office of the Register of Wills for Baltimore City. In it Goss apologetically says, "Being desirous to settle my worldly affairs, and thereby be the better prepared to leave this world, when it shall please God to call me hence," he therefore does make and publish his last will. He directs his body to be decently buried at the discretion of his executrix, and devises all his estate, "real, personal, and mixed," to his wife, whom he constitutes the sole executrix of his will. It could not be learned that the testator left any estate which might be denominated real or personal, nor anything whatsoever save the "mixed" mystery of his "taking off."

While all these disclosures tended to strengthen the suspicion of fraud, there was absolutely nothing in the way of direct demonstration. In the mean time the usual proof and claim papers had been submitted to the insurance companies concerned, and the claims were rapidly maturing. Mrs. Goss

at once placed her policies in the hands of able attorneys, who wrote each company as follows: "Our instructions are to act promptly in the presentation of the claim, and on the institution of a suit, if the matter is to be taken into the courts. Mrs. Goss would decline any offer of less than the whole amount of the policy." The companies refused to pay at maturity, and suits were promptly instituted under each policy.

Time wore on with the development of nothing more satisfactory for the defense than has been mentioned. It was therefore desirable to learn what light, if any, could be thrown upon the matter by an exhumation and examination of the charred remains which had been buried as those of Goss. At the inquest which had been held upon the body, it was observed that although the extremities were more or less consumed, the head was entire, and it was believed the bones of the skull, including the teeth, were uninjured. Any peculiarity of the teeth, whether natural or arising from mechanical dentistry, might at once determine the question of identity of these remains. An effort was made to obtain a description of any such peculiarity, if it existed, for the purpose indicated. In pursuance of this information every dentist in Baltimore was interrogated, but with only negative results. So far as could be ascertained, Goss was known to have had unusually good teeth, which were conspicuous in his ordinary conversation, and were fully exposed when he laughed. From no source could it be learned that he had had occasion to employ a dentist.

Mrs. Goss had testified before the coroner to certain facts touching the size and general figure of her husband's person, which facts had reference to identity with the burned body, and therefore, a verbal request was made of her, through her spiritual adviser, the Rev. Dr. Fuller, of Baltimore, that she would make a more elaborate description, especially of his teeth, and grant permission for the exhumation and examination. This request was made through Dr. Fuller because of his proffered assistance, as he expressed it, "to get at the truth of the matter." The result of Dr. Fuller's efforts to arrive at the truth may be deduced from the following note, sent by him as the conclusion of his labors in that direction:



BALTIMORE, Jan. 3, 1873.

MY DEAR SIR.

I have seen Mrs. Goss. She says that, knowing it was her husband, and grieving over her sorrow, she yet summoned resolution and believes she testified to all she knew, and that others did the same. She has been so shocked at the suspicions in the case, cast upon the memory of her husband, that she has resolved to commit the matter to the God of the widow and the afflicted, and to speak no more on a subject so abhorrent to all her feelings.

Very respectfully, dear sir,

R. FULLER.

Mrs. Goss had determined that an exhumation should not be made, and evidently had silenced her officious pastor's inquiry into the validity of her claim to the insurance. But this did not arrest or discourage an effort looking to the thorough examination of the charred body over which Dr. Fuller had held solemn burial service. This purpose led to the following correspondence, which sufficiently explains itself.

BALTIMORE, Jan. 22, 1873.

TO MILTON WHITNEY AND HENRY V. D. JOHNS, ESQUIRES, COUNSELLORS, ETC.

GENTLEMEN—The undersigned, counsel respectively of the Mutual Life Insurance Company, the Knickerbocker Life Insurance Company, and the Travelers Insurance Company, defendants in suits brought by you in behalf of Mrs. Eliza W. Goss, to recover upon policies issued by said companies upon the life of Winfield S. Goss, respectfully ask your attention to the following suggestions:

As you are by this time probably aware, the defense relied upon in these suits is that proofs of loss required by the terms of the policies have not been furnished to the satisfaction of the several companies, and are not, in fact, such as we can advise our clients will warrant them in paying the large amounts involved. The extraordinary circumstances under which it is claimed the insured met his death, you must in fairness admit, called for unusual care and particularity in proving the loss, and takes the case out of the ordinary class, as to which there can be no reasonable doubt of loss. The proofs furnished are on their face plainly insufficient; they are not such as are required by the policies and proper to be given, even in cases of death free from unusual circumstances; and these objections on the part of the companies that your proofs were insufficient, were brought to your notice prior to bringing suit. We wish most plainly to give you to understand that our companies resist this claim with no capitious spirit and with no speculative object, and that they only require such proofs as are reasonable and such as they think they have a

right to expect the plaintiff to be able to produce. If she can give reasonably conclusive evidence that the body buried in February last as that of Winfield S. Goss the insured, was really his, we are authorized to assure you that her claims will be admitted and paid at once. It is more agreeable for the companies to pay than to contest, and they are determined to afford you every opportunity to remove their doubts and to meet their requirements in the most ample manner the case will admit.

It is obvious that the most decisive and satisfactory proof on this point is to be derived from the body itself buried as that of Goss, provided it be in such a state as to admit of identification. And we can hardly suppose that it existed in such a condition as to authorize the finding of the coroner's jury and to warrant the drawing of the affidavits presented as proofs of death, and yet that it was so far disfigured and consumed as to afford no points of recognition. If the body was that of Winfield S. Goss, there must have been, and must still be, some physical marks, characteristics, or peculiarities known to Mrs. Goss, or to other relatives or friends, by which it can be recognized. That every person has such marks, recognizable by some one, can hardly be doubted, and we believe such exist in this case, which may be found if carefully sought for, and which will go far, if not prove quite effectual, to decide this question.

For the purpose of enabling you to meet these requirements of proof, we are authorized to make the following propositions:

*First.* Mrs. Goss is to furnish us with an accurate written description of Winfield S. Goss, to be made specific upon these points: height, average weight, shape, or figure; age in February last; size and shape of head and skull, as far as can be stated, to be verified by the production of a hat once worn by him, if it can be had; description of his teeth, their quality and appearance; whether wholly or partially sound or defective, natural or artificial; whether he had any peculiar teeth, had lost any, and how many and what teeth; had any teeth broken, and how many and what teeth, and how broken; had any teeth filled or otherwise operated upon by a dentist, and how, where and when operated upon, and by what dentist; the color, quantity and quality of his hair, beard, or whiskers; in what style worn in February last; any peculiarity about his nails or joints; whether he had any and what fracture or other wound of a serious or permanent nature; and covering such other points as would be presumed to lead to an identification of his person.

*Second.* Such statement, as full as Mrs. Goss is enabled to make it, and signed by her, being first furnished us, we propose that she shall then permit the body in question to be exhumed and subjected to a careful, exhaustive scientific examination, by medical or other experts to be selected by counsel on each side. The examination is to be attended by counsel, and all expenses are to be borne by the insurance companies represented by us.

Should such an examination be had, it is probable that one of three things would result: Either, *first*, the remains would appear to be those of Winfield S. Goss, the insured, in which event we should feel bound to advise our companies it was useless further to defend these suits, or, *second*, the remains would appear to be *not* those of Winfield S. Goss, the insured, in which event we might fairly expect you to advise your client her case was hopeless; or, *third*, the remains would be incapable of identification, and nothing would appear from them to the advantage or disadvantage of either party.

We are, gentlemen, respectfully yours, etc., etc.,

EDWARD OTIS HINCKLEY,

*Atty. for the Mutual Life Insurance Co.*

MARSHALL & FISHER,

*Attys. for Knickerbocker Life Ins. Co.*

A. STIRLING, JR., and GEORGE H. CHANDLER,

*Attorneys for Travelers Insurance Co.*

BALTIMORE, January 25, 1873.

GENTLEMEN—In reply to your communication of the 22d inst., we furnish evidence of our acquiescence in your first proposition, by enclosing herewith a written description of the late Winfield S. Goss, signed by Mrs. Eliza W. Goss, following the order of your suggestions, and as specific as it was in her power to make it. To your second proposition, Mrs. Goss also sorrowingly but promptly signifies her acquiescence, if the companies you represent desire such steps taken. At the exhumation and examination of the remains of her husband, she will be represented by two medical gentlemen, by her counsel, and by a few of those who superintended the interment, upon whom she can rely to identify the body as that she committed to the ground, preliminary to the scientific examination which you suggest should now be made.

Please accept Mrs. Goss's thanks for the assurance you give her in your communication of the 22d, that the two propositions, and the suggestions therein contained, are made by your respective companies in "candor and good faith," and in no speculative or captious intendment, and that she may at last realize the truth of those arguments in favor of the value and necessity of life insurance, and of the special advantages of your corporations, which their agents, during an interval of many years, so urgently presented to her husband

. . . . As far as the payment of the amounts due upon these policies is concerned, it is a mere business matter, and should be dealt with as such; but, in view of the imputations cast upon the memory of the deceased, and upon the characters of the living, and the invasion of the most sensitive relations of domestic life and into the very privacies of the grave itself, which this defense involves, we are glad to know that now, in your hands, the matter will be more mercifully conducted than it has been heretofore. The necessity and pro-

priety of such consideration was made apparent to-day to ourselves, as we were given an account of the severity of the ordeal through which this lady has passed. Its first scene was upon the occasion of the bringing back of the body of her husband to the privacy of his house. We are informed that after giving sufficient searching scrutiny for an instant, hoping it should not be him, the fact of his identity, in her mind, was evidenced by her throwing herself upon the poor charred form, and clinging to it, until removed by the strong arms of others, and that shortly after this pitiful reunion, the detectives sent by the defendants were at the house to see them.

Thanking you for the relief given by your letter, and with the request that you will name an early day for the proposed examination, we are, with great respect,

Very truly yours,

WHITNEY & JOHNS,  
*Attorneys for Eliza W. Goss.*

BALTIMORE, January 25, 1873.

I make and sign the following statement, in response to the request contained in a letter dated January 22d, 1873, addressed by the counsel of three of the insurance companies against whom I have claims, to my counsel, Messrs Whitney & Johns.

Winfield S. Goss, my husband, was about five feet eight inches in height, and would have weighed, at the time of his death, I should think, one hundred and sixty-five pounds. He was of full figure, broad, deep chest, stood very erect, short, full neck. Was, to the best of my recollection, thirty-six years of age on the 4th of November, 1871. He had a broad, intelligent forehead, resembling in general outline that of his brother, A. C. Goss.

He wore about 7 or 7½ size hat. His hat last purchased was destroyed at the time of his death—I believe, burned up. I have an old felt hat once used by him, and will produce this at the time of the proposed exhumation. I have a velvet vest once worn by him, though this was too small for him and had been laid aside some time previous to his death. This shall be also produced. I gave away in charity most of his clothes after his death, most of them to a poor man who was injured at a saw-mill.

Owing to the circumstance of his having usually worn a moustache, long enough to partially conceal his teeth, I am not able to describe them very accurately. He wore no artificial teeth to my knowledge, never complained of pain or inconvenience from decayed teeth, and I do not remember his requiring the services of a dentist during the time we lived together. I should call his front teeth quite regular.

His hair was dark brown. In earlier years it was curly. About the time of his death he wore it trimmed closer than formerly, and it was not so curly. He would brush his hair, and then pass his

fingers through it, wearing it lightened up, and very much in the style in which his brother, A. C. Goss, now wears his hair. I preserved for a time a small piece of hair cut from the back of his head at the time of his preparation for burial, supposed to have been taken from the place on which his head rested; but it must have been touched by the fire, and soon fell to powder. Can remember no singularities of nails or joints. His nails were regular. His hands were well formed and small in proportion to his size. My impression is I have a glove once worn by him, and if so will produce it with his clothes above referred to. He had neither fracture nor wound, to my knowledge. I would state also, as it may throw additional light upon the description sought, that my husband and Mr. J. W. Langley, the gentleman connected with the Continental Life Insurance Company, were photographed together some months before his death, and that I will endeavor to produce also one of the pictures. The photographs were taken by Mr. Bachrach, an artist whose place of business is on the corner of Lexington and Eutaw streets. I have recently had a copy of my husband's likeness taken from the negative in his possession, to send to the parent of my husband—to his mother.

ELIZA W. GOSS.

Upon receipt of the statement signed by Mrs. Goss, arrangements were at once made for the purpose indicated by the foregoing correspondence. Prof. F. T. Miles, M. D., and R. Wysong, M. D., were selected by the counsel of Mrs. Goss to be present and assist in the examination. Prof. E. Lloyd Howard, M. D., and Prof. F. I. S. Gorgas, M. D., were selected to represent the insurance companies. The last-named, being an eminent dentist, was especially qualified for this work.

The necessary preparations being made, the exhumation was conducted in presence of counsel representing all parties in interest, the medical gentlemen already named, and the consulting surgeon of one of the insurance companies. A. C. Goss and William E. Udderzook also were present, and both were closely observant spectators of the proceedings. A superficial inspection of the remains was made at the grave-side, and the coffin with its contents was then taken away for a more critical examination. A. C. Goss objected to such removal, and endeavored to have no examination made save such as could be made on the ground. On finding that the physicians could not and would not conduct their work in such a place, he and the legal adviser of Mrs. Goss gave their reluctant consent to a removal of the remains. The following is a copy of the report submitted by the examining surgeons:



The undersigned, appointed to examine certain remains interred in Baltimore Cemetery, met by agreement in the Cemetery on the afternoon of Monday, February 10, 1873.

The grave was in soft, clayey soil, about five feet deep. On being opened, the coffin was found enclosed in a wooden box, both the box and coffin in a good state of preservation, and both filled with water. On removing the lid of the coffin—which bore a plate marked "W. S. Goss, died Feb. 2, 1872, in the 37th year of his age"—the charred remains of a corpse were disclosed, wrapped in a white cloth. After a superficial inspection, the coffin was closed and placed in a wagon, to be removed to the city.

On the following day, Feb. 11th, the undersigned met at the College of Physicians and Surgeons, and proceeded to a careful examination of the remains. The coffin was again opened and showed remains to be in the same condition as on previous day. A complete examination revealed the following facts:

The soft tissues of the body were almost entirely destroyed, apparently by fire; those not so destroyed were converted into adipocere and afforded no indications for determining any points of interest or importance. There were found lying to the back of the head, portions of the scalp, entirely separated from the skull, covered with hair about one inch in length, the proper color of the hair could not be well determined, as it might have been stained by the fluid in which it lay; it presented a dark, almost black appearance. The skull was entire, except portions of the maxillary bones, to be afterwards more fully described. [The skeleton is here examined in detail, and a minute description given of each and every bone which escaped destruction by fire.]

The skull was of full size, measuring twenty-two inches in circumference (around the forehead and occipital protuberance), round, and well formed. The chest was deep and capacious. The bones of the trunk and limbs were thick, with large articular extremities, and strongly marked at the points of muscular attachment. The bones presented no indications of disease, fracture, or other injury, other than those caused by burning, as specified above.

The teeth were defective to the extent shown in the detailed statement which is appended to this report. From a careful and critical examination of the remains, the undersigned feel fully authorized in forming the following conclusions:

1st. The remains were those of a male. 2d. He was not a negro. 3d. He was between the ages of twenty-five and fifty years. 4th. He was of fair average height, of stout build, and of great muscular strength. 5th. It is impossible to determine whether the burning was the cause of death or was post-mortem.

F. T. MILES, M. D., E. LLOYD HOWARD, M. D.,  
R. WYSONG, M. D., F. I. S. GORGAS, M. D.

BALTIMORE, Feb. 13, 1873.

CONDITION OF MAXILLARY OR JAW BONES.—*Superior Maxillary*—Perfect, except margin of alveolar process. *Inferior Maxillary*—A portion of the external surface of body of the bone below the alveolar process and to the right of the median line, including the right mental foramen, destroyed for a space of two and a half inches long, and one inch broad or wide, the bone otherwise perfect.

Number of teeth remaining in upper jaw, 2; number of teeth remaining in lower jaw (including one root of tooth), 7.

CONDITION OF THE TWO TEETH IN UPPER JAW.—*Superior Right Second Bicuspid*—A superficial carious cavity on posterior proximal surface. Cusps on grinding surface worn away by mechanical abrasion, but not so much as to wholly obliterate the natural depressions on this surface. *Superior Right Third Molar*—Perfectly sound.

CONDITION OF THE SEVEN TEETH IN LOWER JAW.—*Root of Inferior Right Central Incisor*—The crown evidently destroyed by caries to a point below free margin of the gum, before death. *Inferior Right Lateral Incisor*—Perfectly sound. *Inferior Right Canine*—Sound, angle worn away by mechanical abrasion. *Inferior Left Central Incisor*—Various cavities on both proximal surfaces, which communicated. *Inferior Left Canine*—Carious cavity on the anterior proximal surface. *Inferior Left Second Bicuspid*—Small carious cavity on the anterior proximal surface. *Inferior Left Third Molar*—Large carious cavity on the buccal surface, near neck; superficial cavity on grinding surface. Grinding surface worn by mechanical abrasion so as to almost obliterate the natural depressions on the surface.

*Form of Irregularity of Inferior Front Teeth*.—Approximal surfaces of the inferior right lateral incisor and inferior left central incisor approach near together at the cutting edges; caused by the loss of the crown of the right central incisor, the root of this latter tooth remaining in the alveolar cavity.

As a result of this examination, the insurance companies were advised that it would be impossible to reconcile the dissimilitude between the diseased jaws and mouth of this almost toothless corpse, and the mouth of W. S. Goss, as described in the statement signed by his wife. That statement declares he had "never complained of pain or inconvenience from decayed teeth, and I do not remember his requiring the services of a dentist during the time we lived together. I should call his front teeth quite regular." As Mrs. Goss had been married to W. S. Goss some fourteen years, during which time they had lived together, it was fair to presume she necessarily would have heard complaints of pain and inconvenience from such badly decayed teeth and jaws; that she would have remembered the required services of the dentist who had extracted so many of these teeth, and that she would not have called such front teeth "quite regular."

## II.

The suits, which originally had been instituted in the Court of Common Pleas at Baltimore, were afterwards transferred, by the defendants, to the Circuit Court of the United States, where they were entered in September, 1872. The action against the Mutual Life Company preceded the other insurance suits, as entered upon the calendar, and was reached for trial on May 27, 1873. This being regarded as a test case, the defense was conducted by counsel of the several insurance companies interested—all of whom were members of the Baltimore bar.

In his opening statement, Mr. Johns, counsel for the plaintiff, said:

This suit is between Mrs. Eliza W. Goss and the Mutual Life Insurance Company; but you will soon find, gentlemen of the jury, that though technically this case is between Eliza W. Goss and the Mutual Life Company, that it is in fact that single plaintiff contending with no less than a combination of four powerful insurance companies. . . . We will adduce evidence which will enable you to perceive, while these companies solicited Mr. Goss to insure for the benefit of his wife, they acted one by one, singly; but when his body was cold and it was necessary for his wife, his widow, to ask that those insurance companies should keep their promises—that while they acted singly as they solicited his confidence, when it was necessary to meet the widow, they present the solid combination of companies, with all the powerful agencies behind them, which their moneys, power and wealth, enable them to bring into this court. . . . Though the rule of defense in this case has not been communicated to us with that business-like frankness which should characterize especially such intercourse as that between a lady and companies who have sought the confidence of her husband in his lifetime, and though the object of the pleading is to give notice to the opposite party, they have communicated no specific and definite information; yet we do know that the agents of these insurance companies have laid their corporate checks together through this community to defame the memory of the dead and intimidate this widow, and it is right and proper— *Mr. Hunkley*.—I must interrupt the counsel in slandering the agents of the companies. Is that a proper opening statement, your Honor? *The Court*.—I do not think this is within the proper limits of the opening statement—counsel charging the parties on the other side with a combination to defame. *Mr. Johns*.—I will rest there, if your Honor so rules.

Now, gentlemen, with your permission, I will ask your attention,

carefully, to the immediate facts which led this lady to make the claim against this company. We shall prove to you that in the summer preceding his death, Winfield Scott Goss was boarding upon the York road, near Waverly, about a mile or two from the city of Baltimore, at the house of a Mr. Engel. That near there, there was a little tenement upon the estate of A. J. Lowndes, Esq. It was idle. Mr. Goss asked permission of him to rent and occupy that building, that he might there carry on his trade as a mechanic, and pursue the prosecution of certain inventions which were then occupying his attention. That he was undertaking to develop the manufacture of a substitute for india-rubber, which he had been promised large rewards for, if he should only be successful. I shall prove to you that the basement room, where he carried on his inventions, was damp and uncomfortable. That he asked his brother-in-law and a neighbor to accompany him there to help him remove some heavy articles from the basement to a more comfortable room upstairs. We shall prove to you that he was in perfect health that day—the 2d day of February, 1872. . . . We shall show to you that in the afternoon of that day, his brother-in-law, Mr. Udderzook, and a neighbor came up to be with him. That as it grew dark it became necessary to light a lamp; that W. S. Goss, the deceased, took up a large glass lamp, holding about a quart, which at that time was almost empty. That he attempted to light it. That Mr. Udderzook, his brother-in-law, and Mr. Engel, who were with him, remonstrated with him that he had better not fill that old lamp. That they suggested they would go down to Mr. Engel's and obtain a lamp. That these two persons left Mr. Goss in that building, going away for that purpose. . . . Our proof will then be that when these two gentlemen were absent for the purpose of borrowing a lamp which they thought would be safe, they were alarmed by the cry that the house was on fire, and in a few moments, as they looked out, this building was in flames, and of course, they and all the rest of the neighbors collected at the spot. . . . That in a few moments afterwards, not finding Mr. Goss, Mr. Udderzook commenced to make inquiry for him, and that then one of the parties there present took a large board and threw it against the side of the building, so as to let the vision in from the flames, and there, upon the floor, they saw the burning and almost charred remains. That with an ice-hook they succeeded in bringing the remains out, and that it came out with the blood pouring from it, the limbs burned off, but the breast, which may have been concealed, as we shall show you, by timbers or something which had fallen upon it, almost preserved, and a little of the hair still remaining. We shall prove to you, gentlemen, that the body was then removed to a barn near by; that it was cold weather; that it was placed upon a sash in the barn and allowed to remain there during the night. We shall prove to you that when they came there in the morning, the blood, which had flowed freely from the freshly burnt

body, had frozen in icicles around the sash. That after the inquest the undertaker removed the body to the residence of the widow, and we shall prove to you that instinct as well as intelligence came to the recognition of that body, and that a woman's eye and a widow's breast knew it was the one upon which her own had rested and pulsed, and that, after giving it look enough to know from the broad frame and the thick neck, and the form of the head, that it was the remains of him she had almost worshipped, she threw herself upon that body and had to be taken from it by violence. We shall prove to you, gentlemen, that all the friends and relatives and neighbors were invited to that funeral; and that he was buried as every honest man who had met with such a painful and accidental death would desire to be buried—from the house of his own family. We shall prove to you—mark this little circumstance, gentlemen—that a day or two after the accident occurred, the brother of the deceased visited the premises, and felt around among the ashes for anything that might look like a bone. And anything that looked like a bone he gathered up, and he took and deposited them in one corner of the coffin, that he might do the last act that a brother's love dictated him to do, burying all that remained of his brother, and not leaving it to be scattered by the winds of heaven. We shall prove to you, by way of closer investigation of that body, that the brother found there a bunch of keys which Winfield Scott Goss carried with him, and that they fitted drawers in his home. We shall prove to you that he found his watch, a little tape line, or the metallic case of it, which he had been in the habit of carrying with him. Then, gentlemen, we shall prove to you that we committed these remains to the ground, and we supposed that we were burying him, giving him forever to the earth, but that such in the issue was not the case. . . . In last January, 1873, as we shall prove to you, we received a communication from the counsel of these companies, filled with platitudes about the desire of those companies to pay this lady when they were satisfied; and demanding that they should be allowed to dig those remains from the ground and examine them! They accompanied these with a prerequisite that we should furnish them, first a written statement descriptive of Mr. Goss, over the signature of the widow, and that then, in the presence of such medical gentlemen as they might select and as we might select, the remains should be disinterred and examined. Strange demand to make upon us! Strange and startling demand, as a matter of right. . . . That, gentlemen, we hesitated, as we shall prove to you, in yielding to this demand. We shall prove to you that we consented to that exhumation, imposing simply one essential prerequisite from which we would not yield—that we would have some one present at the time who would identify the remains as those we had buried there, because we, as business men, knew the uncertainty that hangs over the remains when the family loses sight of them; and we knew what a hubbub



would be created through this city if we should consent to that examination, and go there and find nothing, or a substitute for what we had placed there. We shall prove to you that we went there and met the medical gentlemen they had selected, and took with us those we had designated. It was a year after it had been interred, but when the coffin was opened, and those whom we had taken with us, to identify it as the body which had been placed there, looked in the corner of the coffin, there were the few bones we had placed there. We shall prove to you, gentlemen, that then, in consequence of the inclemency of the weather, these medical gentlemen requested they might be permitted to remove that body for a more careful examination. We could hardly tell what more they could ask. It was removed. The only restriction we placed upon them was that they should do nothing to it, even in its then dilapidated and pitiful condition, that would further mutilate or disfigure it.

We shall show you the report that was made by those medical gentlemen, which, though it could not identify the form in its then poor, emaciated condition, still reported what they did discover, and we shall show to you that there is not one single hair or tittle of difference that would commend itself to any intelligent and honest man, bent on an honest purpose, between the description that they gave, and each and every description which had been given by Mrs. Goss herself. And, gentlemen, we yielded to that request, and I must say here, that often since, I have wondered if I did right in yielding to it. But it seemed to me that though Mr. Goss was dead, his good name and his memory were still living, and that while a sentiment alone might prevent us from yielding to such a demand, his good name and memory required that we should yield. We knew that that grave which they proposed to disturb, if we refused, would be pointed out as men point out a felon's grave. We desired it should be the grave of our friend, where those who knew him and respected him in life might visit it; where the sunshine should fall upon it, and where his friends would speak lightly and kindly as they passed; and we yielded to the demand. Then, gentlemen, we shall prove to you that they promised us, if that examination was satisfactory to them, that that policy should be paid. And we will prove to you that, to our infinite and absolute surprise—I may say to our intense disgust—a letter came, saying that they could not advise their clients, even then, to pay the policy! Therefore, gentlemen, the defense, as far as we know it, is that they deny the death of Winfield Scott Goss, which amounts to charging a base, savage, and merciless fraud upon this estimable family, which we are here to resist and to vindicate. Therefore, we shall supply this by another element of proof. We shall prove to you the high character of all these parties involved. We shall prove to you, all who knew Winfield Scott Goss, deceased, respected him; and though at times he might deal in conviviality to too great an extent with his compan-

ions, that he was a man then in the relations of business and social life, that all who knew him respected and loved him. We shall prove to you the high character of Mr. Udderzook, his brother-in-law, who was with him—prove it to you by those who were associated with him in the benevolent societies of the city, and who have known him as a man estimable and entitled to the confidence of all who are thrown with him. And we shall prove to you the high character of the brother, A. C. Goss. . . . We shall prove to you that when his lips had been hushed into silence by death, and he was not here to tell the circumstances and the motives which had induced him to take out this insurance, that then all these companies interlaced and intertwined, and here we are to meet them. . . .

*Alexander Campbell Goss*, examined by plaintiff's counsel, testified as follows:

In the month of February, 1872, I was boarding at No. 41 North Calvert Street, in the city of Baltimore. I last saw my brother alive about noon on the 2d day of February, the same day of his death. We separated on the corner of St. Paul and Fayette Streets. He told me he was going home. At that time he was engaged on the York road, about two and a half miles from the city, near the town of Waverly. His business there was completing an invention of his own, a substitute for india-rubber; also gilding picture-frames. He had been there about four months. I have been out to these premises. It was a small tenement house with about seven rooms. The whole building was rented to him, but he did not use all the rooms. He was carrying on this investigation of his to perfect his invention, in the cellar of the house. He also used one room immediately over the cellar.—*Question*. What was that room used for?—*Answer*. That was where he had his little steam apparatus, on the top of the stove that conveyed heat down into the cellar. I never saw my brother alive again after parting with him on the corner of the streets. I saw his dead body the next day about twelve o'clock. It was at that time placed in an ordinary, medium sized shoe-box, in the barn of Mr. Lowndes. I noticed there was blood dripping to the floor, and a little blood on the floor. The blood was running down from the box in which the body lay. The body was handed over to the coroner the same day. It was then taken to his home, No. 314 North Eutaw Street. It was sub-

sequently placed in the public vault and afterwards buried in Baltimore Cemetery. While the body was in the vault I went out where the accident occurred and there commenced raking the débris, and found some little bones which I supposed to be his. I made a small bundle of them, and brought them to the city, and kept them until the next day, and while the body was in the vault, I removed the coffin lid and placed the small bundle of bones in the coffin. On the following Saturday I again made an examination of the place where this fire occurred. I went there in company with a young friend. We did not search very diligently nor very long. We did not find anything. The next week I went out again and searched there for some time, probably an hour or more. I first found his watch and chain; then I found the little keys that belonged to a drawer in his house; then the metal case of a tape line. I brought these articles in and showed them to Detective Mitchell. He went with me to see Mr. Lowndes and we showed him the articles which I had found. [The various articles produced and identified by witness.] All of these belonged to my brother.—*Question*. Could you describe the appearance of your brother, so far as his *physique* was concerned?—*Answer*. Yes, sir; he was a very large man, weighing from about one hundred and seventy-five to one hundred and eighty pounds; very full in the chest, with a large neck and prominent forehead.—*Cross-examination by Mr. Wallis*.—*Question*. What induced you to go out and make the third search at the place where the fire occurred?—*Answer*. My anxiety to get these things. I went out alone.—*Question*. Was anybody there when you made the search?—*Answer*. Yes, sir; a colored woman at Mr. Lowndes's house came up while I was at work; she remained there about ten minutes; I had been there about ten minutes before she came.—*Question*. By what means do you identify this as your brother's watch?—*Answer*. I have often seen his watch; this is the same size and same kind of watch as his; and the chain I bought and presented to him myself.—*Question*. What was the condition of the crystal of the watch when you found it?—*Answer*. Around the edges it looked like it had been a little melted; not a great deal, but was broken and mashed flat down on the face of the watch. It was not melted

except around the edge of the circle. I could see through it and see the hands. Witness further testified: My brother was boarding at No. 314 North Eutaw Street, with David Arden. Mr. Arden is married to the mother of my brother's wife. When I parted with my brother on the corner of the streets as stated, he said to me he was going home to dinner, then he would go out to his place, where he would be at work until late. He did not think he would be back home before eight o'clock. I was a stranger in this city at that time; had been here about two months; was not engaged in any business at all; I came to Baltimore to see the city and to travel; I also expected to be in business soon with my brother, in connection with his india-rubber invention. I remember exactly the time I went down to my boarding-house that evening. It was before supper; I was there at supper. After supper I went up into my room at my boarding-house, where I spent an hour and a half or two hours, and then came down and met Mrs. Parsons, my landlady, and spent the remainder of the evening in the parlor, and at the usual time retired to bed. I did not leave the boarding house that evening.

*Wilham Lowndes.*—I am the son of Andrew J. Lowndes, and reside with my father on the York road; frequently saw Mr. Goss at the cottage. He told me that he carried on his india-rubber investigations in the cellar. He never let me in there. I went into the room above the cellar. I saw in there a little pipe connecting with a can which he had, and he put a little water in the can, and made fire in the stove, and said he produced steam to cook his rubber with, which was in the cellar underneath. That is all he would tell me about his rubber.

*William E. Uddersook*—I reside at No. 167 Conway Street. By trade I am a smith and edge-tool maker; formerly a teacher of fine arts. Have resided in Baltimore, in the same house, eight years. I have known Winfield Scott Goss some five or six years. On the afternoon of the fire I met with him about two o'clock, and proceeded with him to the house occupied by him, situated near the York road, where we spent the afternoon and portion of the evening together. I have been there frequently before this time. He was engaged in perfecting the invention of a substitute for india-rubber. He had his vat in

the cellar, and forced the hot air or steam from the stove in the room over the cellar, through a pipe running through the floor into a chest in the cellar. His work-room for gilding looking-glass frames was in the northeast room of the house. He and I were both in the cellar that afternoon. It was nearly half-past eight o'clock that evening when I left the house for the purpose of procuring a lamp from Mr. Engel's house, as the lamp we had would not burn. He left us at the door and closed and locked it after us. Before we left, he, Engel and myself had been trying to make the lamp burn. It was a very large glass lamp—*Question*. Was there anything passed between you and Mr. Goss when you left; anything said by you or him, as to what you were going for?—*Answer*. It was understood we were going for a lamp. *That was the arrangement*. Witness further testified: I do not think we were absent from the house more than fifteen minutes. I had been to Mr. Engel's house before. I had stopped there that afternoon and borrowed an axe, and I returned the axe about sunset same day. At that time I took supper with the family. They were just seated at the table, and we were very intimate. I was at Mr. Engel's house when I heard the alarm; heard the cry of fire from some one in the neighborhood, and I opened the door to go out of the house, and saw the light of the fire at the same time.

The flames were illuminating the neighborhood then, which was within ten or fifteen minutes from the time I had left Mr. Goss. I waited a very few minutes for the lamp, and when it was ready I went out of the dining-room into the kitchen. When I opened the door I saw the reflection of the light from the burning house. I set the lamp back on the table and announced to the family that the cottage was on fire, and ran across the field in company with Mr. Engel's son. At the time we arrived the fire had spread to such an extent that it was impossible to effect an entrance into the house or to get open the door. The glass was dropping from the heat, and the roof was in flames from one end to the other before I reached the house. I spoke to Mr. Engel, and told him that if Goss did not appear in a few moments I would take it for granted he was in the fire, although, I said, it would not be safe to say so



at present. I waited a few moments, and then I requested Louis Engel to go and deliver the sad tidings to his wife and the family, which he did. After the house had burned down sufficiently, and the fire had subsided, they succeeded in finding the body. It was carried to a barn and placed in a box there. The next afternoon the coroner took charge of it, after which I went with the undertaker to the barn and brought away the body to his residence, No. 314 North Eutaw Street, from where it was afterwards buried. I recognized it as being his body, judging by the size and shape of the head, and the size of the neck and breast, which was not much disfigured. I claimed it to be his body. I had a perfect right to do so, I think. I noticed a considerable flow of blood coming from the body.—*Cross-examination by Mr. Wallis.*—Mr. Goss and I married sisters. I married into the family in the fall of 1865; had not known Mr. Goss prior to that time. I am employed by the firm of Duke & Bro. as an edge-tool maker and a smith. Previous to the war I was engaged in teaching penmanship, and fine painting in oil, in Pennsylvania. I had an interest with Mr. Goss in the manufacture of his substitute for india-rubber. That was the object of my going out to the cottage with him. He had not yet made an effort to procure a patent. He told me that if I would devote a portion of my time with him, and furnish some capital, I should have a share in the invention. I furnished him \$200 up to that time. My wages are from \$13 to \$22 a week. My time contributed was in keeping him company. Mr. Goss had specimens of his substitute for rubber, which he exhibited. They were cut in square chunks, as rubber usually is, and he was in the habit of carrying them about with him. On the afternoon of the fire, I went out there with him, as he told me he had some very nice samples, and he was going to work on some that afternoon. I knocked off work that afternoon for the purpose of going out with him. We walked out to the intersection of Charles Street with the Waverly street cars, and rode out as far as Waverly. At Waverly, Mr. Goss bought a half-pint of whiskey and a gallon of coal oil, which we took to the cottage, and about a quart of the oil was put in the lamp. We stopped, on our way, at Mr. Engel's house, where I borrowed an axe. My purpose

in getting the axe was to cut a little wood to make a fire to heat up the house and heat the stove, in order that we might spend the evening in a warm room. From Engel's house we went to the cottage, where I proceeded to make a fire. He filled the vessel on the stove with water, for the purpose of raising a little hot air or steam in the vat which was in the cellar. Occasionally, he would go into the cellar to see how the preparation was working. I remained in the room on the floor above. I was in all the rooms that afternoon, but most of the time in the room where the stove was. It was a cold day, and there was some snow on the ground. About sunset, I went back to Mr. Engel's house for the purpose of returning the axe. I remained there about half an hour. Mr. Gottlieb Engel then went with me back to the cottage. Goss unlocked the door and let us into the house. Mr. Goss visited the cellar once or twice after that. Mr. Engel and I remained in the room where the stove was. The lamp did not burn well; apparently the wick was wet. Mr. Engel left the house with me for the purpose of going and getting a lamp. We left Mr. Goss in the dark, with only the light of the stove. I believe there was a little piece of candle there that he had been using. I heard the cry of fire before I left the Engel house. When I got to the cottage the flames had burst through the windows, and had thoroughly spread over the roof. All the rooms were apparently full of flame and smoke. I spoke to nobody but the Engels of my suspicions that my brother-in-law, Mr. Goss, might be in the flames. There was no one else there that I knew until Mr. Lowndes was pointed out to me.—*Mr. Wallis.* In the name of Heaven, if a man is burning up, do you have to be introduced before you will ask for assistance in pulling out the burning man?—*Udderzook.* I claim that I performed my duty by sending a message to the family. Witness continued. I returned to the city (Baltimore) about eleven o'clock that night. I went first to No. 314 North Eutaw Street, where Mrs. Goss resided. After I left Mrs. Goss, I approached a police officer on the street and made known to him the nature of the accident that had occurred, and explained to him that I believed it was caused by the explosion of a coal-oil lamp. We went into a tobacconist's, and I gave him the details. The

clerk in the tobacconist's store wrote the statement down. I asked the officer if he thought we would have time to have it published that night. He said he thought we would if it reached the newspaper office before two o'clock. I was anxious to have this get into the newspapers the next morning.

*Andrew J. Lowndes.*—The burned cottage was my property. It was a light frame building. Mr. Goss applied to me in the summer or autumn of 1871 to rent the house, as it was then vacant. I reluctantly consented to let it to him. That was my first meeting with him. Mr. Goss was a large, full-chested man. I was at the fire. After the house was pretty much consumed, my attention was first called to the suspicion of there being anybody in the fire, by a man whom I did not know at the time, but at the inquest I learned it was Mr. Udderzook. I saw the charred remains after they were taken from the fire. They were very much burned. The chest had been lacerated in being drawn out. The face was partly burned and a great deal defaced. The head seemed to be whole. It appeared to be the body of a large man.—*Cross-examined by Mr. Wallis.* Mr. Goss wanted to rent the house to perfect some discovery or invention of his own. I first declined to rent to him. He subsequently applied through another person, and I finally yielded to his request. He was to pay \$10 a month rent. It was let monthly. I think he had it four or five months. At the time of the fire, when I first went to the burning building, there was no other one there except my son, who went with me. I heard no noise, no cries, no explosion. In ten or fifteen minutes a considerable number of persons had gathered there. After the house was mostly consumed, I was leaning against the fence, conversing with some neighbors, when Mr. Udderzook came up to me, somewhat solemnly, and said, "I think he is in the house." I turned to him and said, "Who is in the house?" He replied, "Mr. Goss." I said, "Can it be possible Mr. Goss is in the house?" I asked who he was, and he said he was the brother-in-law of Mr. Goss. I said to him, "Is it possible that you, knowing Mr. Goss was in there, have not given the alarm before?" His reply was that he had been looking for Mr. Goss; failing to find him, he felt sure he must be in the

house and burned up. I said to him, "Sir, you might have alarmed the whole neighborhood; we would rather have had a false alarm, than for a human being to be burned up alive." At the time Mr. Udderzook gave this information there was nothing standing of the building but a few scantling. The roof had fallen in; the sides and chimney had fallen.

*Mrs. Eliza W. Goss.*—Examination by her counsel, Mr. Whitney. I am the widow of Winfield Scott Goss. Had been married nine years. The first information I received of my husband's death was between nine and ten o'clock the night of the fire. This was from Louis Engel, who had come from the fire. Later that night, my brother-in-law, Mr. Udderzook, made me aware of the fact of my husband's death. His body was brought home the next evening. I recognized it as my husband's body, by the very full neck, full throat, and broad shoulders. I cut off a small quantity of hair to preserve, but a few days afterwards I found it reduced to powder. My husband was formerly in the looking-glass and gilding business. He was also getting up a patent for a *revolving handle screw-driver*.—*Cross-examined.* My husband was engaged in the manufacture of a substitute for india-rubber. He kept the secret of it entirely to himself.

*Rev. Richard Fuller.*—Mr. Goss was a member of the church of which I was pastor in 1860. He removed out West some time after that, and I have not seen him since. I officiated at his funeral. I am acquainted with his brother, A. C. Goss. He is a member of the church of which I am now pastor.—*Cross-examination.* A. C. Goss became a member of my church immediately after the funeral of his brother.

*Mrs. Sarah Arden.* I am the mother of Mrs. Goss. The last time I saw my son-in-law, Mr. Goss, alive, was between twelve and one o'clock, the day of the accident. He was then at home, at dinner. I never saw him again until his corpse was brought into the house. I saw the body, very much charred; could not recognize any features. I saw sufficient to satisfy me who it was. I had no doubt about it at all.

*David Arden.*—I am step-father of Mrs. Goss. She was living at my house. I first saw the corpse of Mr. Goss at the inquest. So far as the shape of the head and neck and chest

are concerned, it corresponded with him.—*Cross-examined.* It looked like a piece of coke; it was all charred; you could recognize no features. There was nothing peculiar about the chest otherwise than that it was a full neck and full-chested man.

*Gottlieb Engel.*—I reside out on the York road. I went with Mr. Udderzook to the cottage the evening of the fire. I was in the south room only. While we were there Mr. Goss called to Udderzook to bring him a light. They tried to light the coal-oil lamp, but it would not burn. I said to them I could fix it by turning the wick, but Mr. Goss said it was dangerous. Mr. Udderzook and I went to my house for another lamp. My mother got a lamp, and we were ready to go back when we discovered the cottage was on fire. I went to the fire, but returned home before the body was found. Mr. Udderzook came to our house after the fire was over and said they had found the body. When he came into the house he burst into tears, covered his face with a handkerchief, and trembled so he could scarcely speak.—*Cross-examined.* I had known Mr. Goss about six months. Mr. Goss and Mr. Udderzook were at our place at about three o'clock that afternoon. Mr. Goss invited me to come to the cottage and see him that evening. After that he and Udderzook went to the cottage. About supper-time I saw Udderzook again. He came to return an axe, and took supper with us. After supper he and I went to the cottage. Mr. Goss unlocked the door and let us in. There was a coal-oil lamp burning in the room we went into. Mr. Goss brought the lamp out of a room where it was and put it in the southeast room. I was in only two rooms that night, the southeast and southwest rooms. Mr. Goss went into the northeast room a couple of times while I was at the cottage, and closed the door behind him each time he went into that room. He took the lamp with him each time. When he came out of that room at one time, he said something about a fortune—something about wishing he had his fortune. While Goss was taking the lamp from one room into the other, the light went out. Goss then called to Udderzook to bring him a light. Udderzook first took a lighted paper, but it went out. Then he lighted a stick, and with it lighted a piece of tallow candle three or four inches long. Goss tried to light the lamp with



the candle, but from some cause it would not light. I was standing a few feet off, and said to them it could be fixed by turning the wick. Goss said, "No, coal oil is very dangerous." I offered to get a lamp, and asked Goss to go over with me and get his supper. Goss refused, and said Udderzook should go with me as company. I said I could go by myself, but I had nothing against Mr. Udderzook's going with me. When we went out, Goss locked the door after us. He had no light when we left, but there was a tallow candle there on the work-bench. We walked over leisurely and remained, waiting for the lamp to be got ready, ten minutes or longer. I heard no alarm of fire, but when I went out on the porch I saw the reflection of the flames, and then walked to the end of the porch and saw the cottage was on fire. We all stood and looked for awhile, and then ran. My brother Louis started first. I reached the fence before Udderzook did, and waited there until he had time to catch up with me; then we went together to the fire. We walked the rest of the way. Udderzook and I remained together until the house was burned down. Before I left to go home he asked me to point out Mr. Lowndes to him, which I did.

At this stage of the trial, a little evidence was introduced in support of the general reputation for truth and veracity of A. C. Goss and of Udderzook. Plaintiff's counsel then read to the jury the correspondence between the insurance companies and Mrs. Goss, through their respective counsel, relative to an exhumation and examination of the charred remains which had been buried as those of Goss.

Plaintiff here rested.

Mr. Hinckley presented the opening statement of defendants to the jury.

*A. H. Barnitz.*—I am a clerk in the office of the Assistant Treasurer in Baltimore. I am familiar with the personal appearance of Winfield Scott Goss. Have a vivid recollection of him at this time. In ordinary conversation he disclosed his teeth, which were very good and regular. After his alleged death I went to see what I supposed would be his remains. I called at his residence in Eutaw Street, and was shown the corpse as it lay in the coffin. I could see no point of resem-

blance between Mr. Goss and the corpse. I saw the head and neck. It was perfectly charred and burned, so I could not recognize it as Goss or as anybody else.—*Cross-examination.* I speak of his teeth being good and regular, from what casual observation I made.

*Charles Hahn.*—I am a book-keeper in the National Mechanics' Bank. Winfield S. Goss made his first deposit in this bank June 17th, 1871, and his last deposit was on the following January 17th, 1872. He left his book at the bank to be balanced, and it was balanced and returned to him with his checks on the 31st of January, 1872. The balance due him was \$365.75. He presented a check for the exact amount of the balance, on the first day of February, which was cashed.

*John W. Langley.* I am Baltimore agent for the Continental Life Insurance Company of New York. I knew Mr. Goss before he came to Baltimore; knew him in Nashville, Tennessee. Goss met me one day on Baltimore Street, and insisted upon going to see some portraits. I went with him into a photographer's, where I reluctantly consented to a sitting for a picture. I sat in a chair, while Goss stood behind me, and in that way our pictures were taken. I am quite familiar with his personal appearance; I remember him as a heavy-built, muscular man; dark curly hair, and wore a mustache and beard. I frequently noticed his teeth. They were unusually fine, regular, and white. It was a feature which exhibited itself in his ordinary conversation. He had a large, open mouth, and when talking would disclose his teeth distinctly. Mr. Goss came into my office with a sample of what he termed a substitute for india-rubber. It was a square piece of ordinary india-rubber. He showed it to me and offered me a partnership interest in the business of its manufacture, if I would put in a certain amount of money. He asserted the sample to be his manufacture, and said that he had shown it to New York rubber men, and they could not distinguish between it and genuine rubber. I found that I could not see any difference. He said to me that one of the constituent elements of its manufacture was sea-water.

*A. R. Carter.*—I have been agent for the Continental Life Insurance Company. Mr. Goss came into our office one day

in the month of December, 1871, and exhibited a sample of what he said was a substitute for india-rubber, which he said he was manufacturing. He handed it to me. It was about three inches long and an inch and a half thick. I said to him it looked and felt and smelled like india-rubber. He said there was not a particle of india-rubber in it, but was made from materials which he got out of Chesapeake Bay. I satisfied myself, by pressing it with my hands and by its odor, that it was a piece of genuine india-rubber, and told him so. He would not allow me to cut it.

*Mary A. Parsons.*—I reside at No. 41 North Calvert Street, and was keeping the boarding-house in which Mr. A. C. Goss lived at the time of the fire. I distinctly recollect that evening. Mr. A. C. Goss was not at supper in my house that evening. After tea I was in my parlor as usual, and stayed there until after nine, when I went to my dining-room. Mr. Goss was not in the parlor then. When I returned to the parlor, Mr. Goss was in there. Mine is a small table, it only seats twelve. I always preside at the table. The next morning we had a conversation about this catastrophe, and in talking it over we noticed the fact that Mr. Goss was not at supper that evening, and wondered where he was. My mind is clear on that fact.—*Cross-examined.* I saw Mr. Goss between half-past nine and ten o'clock that evening. I looked at the clock as I passed out and into the parlor. I should not have thought of these facts but that the next morning, my attention having been called to them, we commented upon Mr. Goss not having been to supper the night before, and wondered where he was.

*Miss Mamie Parsons.*—I am step-daughter of preceding witness; was living with her the night she has spoken of. The first time I saw Mr. Goss that evening was at about half-past nine o'clock. I was sitting in the parlor when he entered. The morning of that day he had made an engagement to spend the evening with me; afterwards he left a written message for me, saying that he had to meet his brother, in consequence of which he would be unable to return until rather late in the evening, and was sorry he had to break his engagement. He was at dinner with us that day. I was at supper with my mother that evening; Mr. Goss was not present. When he

came into the parlor at half-past nine that evening, I said to him, "You are back sooner than you expected?" He answered, "Yes." I am fixed in my recollection that this was on the night of the fire, and of the supposed death of Mr. Goss's brother.—*Cross-examination.* The note was written me the same day he made the engagement. I did not receive it until about six o'clock, after I had gone into the parlor. It was lying on the mantel, and some one in the parlor called my attention to it. Mr. Goss left my mother's house the next evening, and ceased boarding there.

*Mrs. E. M. Dudley.*—I reside at No. 41 North Calvert Street, at the house of Mrs. Parsons; have resided there four years. I am principal in one of the primary schools in the city of Baltimore. My recollection goes back to the time when this affair took place, which is said to have resulted in the death of Mr. W. S. Goss. Owing to circumstances, I remember it—the circumstances impressing it more deeply on my mind. The next day after the fire being Saturday, and I being away from school, I was in the parlor about half-past nine o'clock in the morning. I am not there on other days. A note was brought in for Mr. Goss, saying that his brother had been burned in the fire the night before. Some one of us remarked at the time that Mr. Goss was not at home to tea the night before. I was myself at supper there the evening before. I can say positively that Mr. Goss was not there. His place at the table was opposite to mine, so that I could not help seeing whether he was there or not.

*Dr. John Thorn.*—I am a veterinary surgeon, and have a livery stable. I was applied to immediately after dinner, on the day of the fire, by a man whom I did not know at the time, who wanted to hire a horse and buggy for that evening, to go to Greenmount Cemetery. I asked him his name. He said his name was A. C. Arden, and that he lived at 314 North Eutaw Street.—*Question.* Have you seen that person since?—*Answer.* He is before me now. [The witness identifies A. C. Goss as the man.] He came about dusk and got the horse and buggy, and remained out with it until twenty or thirty minutes after nine o'clock. I have no doubt whatever about the identity of the man.—*Cross-examined.* When he came back

he gave my man a pair of buckskin gloves. I saw Mr. Goss after that, and said to him that my man had a pair of buckskin gloves, and I desired to know if he came by them regularly—if they had been given him, as he claimed they were. I had but that one horse out that night, and I waited for it to return before I went to bed. I looked at the clock when he came back to the stable.

*James Gilroy.*—At the time of which Dr. Thurn has just been speaking, I was in his employ as groom. I recollect the hire of the buggy. I noticed the man at the time. [Witness identified A. C. Goss as the man who "looked like him, but could not say positively."] He drove out with the horse about seven o'clock and returned about nine o'clock. He went down in the yard a piece and then came back and said to me, "Here is a pair of gloves, you may have them."

*James S. McFarland.*—I am an officer of the Baltimore police. Between eleven and twelve o'clock on the night of the fire, myself and Officer Hughes were standing at the corner of Madison and Eutaw streets, when a man approached us, asking if we wanted a report for the newspapers. He then related to us the incident of the fire, saying that his brother-in-law, W. S. Goss, had been experimenting in some patent gum invention, when, through the explosion of an oil lamp, or some chemicals he was using, the fire and death resulted. We went into a tobacconist's, where the store clerk wrote down the statement as related by Mr. Udderzook. The night reporters are in the habit of visiting the police stations for news items, and this statement was given to one of them.—*Officer Chas. E. Hughes* corroborated the statement of Officer McFarland.—*Jacob Wright*, the tobacconist's clerk, testified to writing down the statement for publication as Udderzook had related it to him.

*John C. Smith.*—I reside near where the fire occurred. When I reached the fire, the house had fallen in. I had been there about ten minutes when Martin Quinn directed my attention to something in the embers which looked like a skull. It was near the chimney, on the north side of the building. A long pole or ice-hook was obtained, and I assisted in dragging the body from the fire. I placed the body in a box and it was



taken to Mr. Lowndes' stable. The next morning, the first thing after I got up, I walked over to the place of this occurrence. During the night it had been snowing and I could see that nobody had been there that morning before me. I went there to find Mr. Goss's watch and jewelry, which I knew he carried on his person. I searched very closely right where the body had been pulled out the night before. I could tell by the remains of the chimney, exactly where this place was.

I found some bones, which I cared for. I used a piece of iron in raking and searching, and examined the spot very carefully. I searched particularly the spot where the breast of the body had lain. There had been a four or five inch fall of snow during the night, but the surface of the ground was bare where the fire had been. I placed the bones with the body in the box which was then in the stable. I found a melted glass bottle among the embers. This I brought away with me.

*Martin Quinn.*—I was present at the time of the fire; the flames were breaking out from the roof and the windows when I reached the spot. The building was all down when we began looking for the body. Mr. Lowndes came up to me with others, and said to me, "This man," meaning Mr. Udderzook, "says that Mr. Goss must be in the fire." I turned to Mr. Udderzook and said, "Do you say he is in the fire?" He said, "I am afraid he is." I said, "Why didn't you mention it before now, and we would have tried to save him?" He said he did not want to make any alarm, as he was a stranger about there. Then we began to look around and saw something dark near the chimney. I pointed to it and said, "If he is in the house, there he is." Mr. Johnson replied, "No, Martin, that must be his india-rubber." The color of the object was dark. No one there ventured to go in after it but Mr. Smith and me. After the body was taken out we threw a bucket or two of water on it to cool it off. If I had had any suspicion or information, when I got to the fire, that there was the possibility of there being a man in the house, I could and would have broken in the doors or windows, and gone into the house. I could have got in on the east side.

*Dr. James Hardy.*—I am a practising physician, and as such have attended W. S. Goss on several occasions, in the fall of

1870 and spring of 1871. Memorandum entry in my book reads "May 15th, 1871. Mr. Goss visited; effects of a week's drinking whiskey." The next day I again visited him and found him suffering symptoms of approaching *delirium tremens*. On all the occasions I have had to prescribe for him he was suffering from the effects of prolonged intemperance—the result of five or six days' intemperate drinking.

*Dr. Theophilus Steele.*—I am a physician in general practice in New York city, where I reside. On the 20th day of January, 1872, I professionally attended a gentleman who gave his name as W. S. Goss, of Baltimore. I was summoned in my capacity of police surgeon, and found him in the Fifteenth Precinct Station-house. He was suffering from *delirium tremens*. I found him in the garb of a gentleman, claiming to be from Baltimore, and I prevailed upon the sergeant to allow me to take him to his hotel, he objecting to go to the hospital, where I had wished to send him. I took him to the Brandreth House, where I attended him that day and night. It was a slight attack of delirium, brought on by several days' debauch. I continued to attend him until the 23d of January, when he was much better. I called on the 24th, expecting to find him at the hotel, and learned that he had gone, leaving some memorandum with the clerk, telling me he would call at my office. He did not call, to my knowledge. He did not pay me for my services. My junior partner had some correspondence with him, and I received from him two letters. [Witness produces the letters.] Counsel for the defense here read to the jury the two letters, as follows:

DOCTOR—I am happy to say that I am much improved, but not entirely well. . . . Please send me your bill, and I will either see you in the morning at 10 o'clock, or will send . . . Please make your bill as reasonable as you can, as I have no more money than I want.

Yours most respectfully,

W. S. Goss.

DOCTOR—I was much disappointed in not getting some money to settle my bill, but please don't feel uneasy, for I will most assuredly send it to you. I have received a dispatch which calls me to Philadelphia, but hope I will not be detained long, for I am not yet through with my business here, and will soon return. Hoping that I have not incurred your displeasure, and that I will meet you again, I remain,

Yours most respectfully,

W. S. Goss.

While I was in attendance upon him I requested Col. George Lemmon, formerly of Baltimore, to see this patient with me. Mr. Goss stated to me, in answer to my inquiries, that he had had two similar attacks previously.

*Col. George Lemmon.*—I am a native and for many years a resident of Baltimore. I have resided in New York during the last six or seven years. Dr. Steele, the preceding witness, is my physician and personal friend. The doctor told me he had found a Baltimorean at the station-house, and had taken him to the Brandreth Hotel, that he seemed to be a very decent man, and suggested that I should go with him and see him. At his invitation I went. I saw the gentleman he had taken there. He was very shaky when I saw him. He told me that he was in business on North Gay Street, Baltimore, in the picture-frame and looking-glass business.

*Mrs. Catherine Smith.*—I knew Mr. Goss, the party supposed to have lost his life at the fire. Have noticed him in conversation and observed the character of his front teeth. He had such beautiful white teeth, and they were so prettily shaped that I spoke of it. I have often observed his teeth, especially when he laughed, and in ordinary conversation. They were plain, even, white, and very nice shape.

*Charles W. Hamill.*—I was acquainted with W. S. Goss previous to the war, and have met him frequently since. In my intercourse with him I have observed his front teeth and noticed they were regular and good. I took particular notice of them.

*Hermann Blum.*—I am a gilder by trade. W. S. Goss was in my employ from April, 1870, to June, 1871. He had no interest in the business. His wages were \$15 per week. At this time he had a fine set of teeth. He used to drink intemperately during this time. He became an habitual drunkard before he left my employ.

*E. Lloyd Howard.*—I am a member of the medical profession of the city of Baltimore; a Professor of Anatomy in the Baltimore College, also Professor of Anatomy in the College of Physicians and Surgeons, in Baltimore. I was present at the exhumation of the body which had been buried in Baltimore Cemetery as that of W. S. Goss. The remains were taken to a private room in the College of Physicians and Surgeons, where

a scientific examination was made. Doctors Miles, Gorgas, and Wysong participated with myself in making this examination. All of us united in a report or expression of opinion as regards the medical facts we ascertained by our examinations. There was no difference in opinion among us as to the medical facts stated in our report. Of the sixteen teeth belonging to the upper jaw, nine teeth had been lost before death; by that I mean some time before death. There remained in the jaw two teeth; there had fallen out, since death, three teeth; and two sockets, which had once contained teeth, were shallow, so that it was uncertain whether these teeth had been lost before or after death. Nine of the sixteen teeth were certainly lost long before death, and two others possibly were. One of the teeth lost from the upper jaw was a front tooth. Of the teeth belonging to the lower jaw, seven were lost long before death. One tooth had been partially destroyed by disease, one root of a tooth and eight teeth remained in the jaw. Of the seven teeth lost six were back teeth, and one was a front tooth, and the one of which the root only remained was a front tooth. This would have given the appearance of two front teeth lost from the lower jaw. Of the thirty-two teeth, sixteen were unquestionably lost before death, and of the sixteen remaining, one was only a root in the socket. The crowns of two of the front teeth approached one another, over where a tooth had been lost. In the upper jaw, the palatine canal, which perforates the roof of the mouth just behind the two middle front teeth, was greatly enlarged by an abscess which had existed previous to death, and which abscess communicated with the diseased cavity of one of the front teeth. The abscess appeared to have formed about the root of the tooth. In our opinion, this abscess, communicating with the cavity in the bone, had absorbed or eaten through the bone to that extent, forming an opening between the socket of the tooth and this anterior palatine canal. It must have been considerably diseased to have left such lesions in the bone. It could not have been otherwise than very painful. We judged, from the facts pointed out, that the other teeth over the diseased root must have approached each other, giving a crooked, irregular appearance. [Plaster model of mouth

handed to witness.] I have examined this model before and found it corresponded very accurately with the jaws we examined.—*Question.* In pointing out to the jury the place where this tooth, which has been destroyed by caries, and of which only the root was left, will you state the character of the teeth on the opposite sides, if they had been penetrated by caries, and how far?—*Answer.* The tooth upon the one side, the left tooth, was very much injured by caries, which extended entirely through the tooth, so that we could pass a probe from one side to the other, directly through the body of the tooth.

*Dr. F. T. Miles.*—I am a Professor of Anatomy in the University of Maryland. I was present at the exhumation and examination of the remains of the subject of controversy here. I was present at the request of the counsel for the plaintiff. The report read to the jury was signed by me. I concurred thoroughly in the facts therein set forth, and in the description of the teeth. Have heard fully the statement made by Dr. Howard in regard to the teeth and condition of the jaws, and according to my recollection and examination it is correct. I have nothing to add thereto or subtract therefrom in the way of qualification.—*Question.* Something has been said about the fact that, on the morning after the fire took place, when the remains that were found in the fire were in the barn—some water having been thrown upon them at the fire the night before—there was found some blood and water, which on that cold night had frozen around the box, or which, perhaps, was dripping from it. Permit me to ask you what that would indicate, or whether it would indicate anything in regard to the recent death of the body?—*Answer.* It would indicate nothing in regard to such a body as that the remains of which I examined. It is possible that the body long after death, may allow the blood and sanies to come out sufficient to stain water thrown upon it. Taking a body surrounded with the circumstances which have been related here, water thrown upon such a body, in the condition it was, the appearance of a bloody fluid would indicate nothing as to the length of time that body had been dead before the occurrence.

*Dr. Howard* recalled.—The bloody water noticed about the



box by witnesses, in my opinion, would give no positive indication in regard to the time of the death of that body. I do not think I ever had a subject in the dissecting-room that did not bleed readily. The blood which flows from such bodies is altered blood, but gives the usual red appearance.—*Question.*

• State whether or not there is any difficulty in obtaining dead bodies for the purpose of anatomical examinations?—*Answer.* No, sir. There is an almost unlimited supply. You can get them for \$15 to \$20 apiece, any quantity of them.

Witness further testified: I took some hair from the back of the head of the remains which I examined. [Witness produces the same.]—*Question.* State whether it has crumbled into dust or powder while in your possession?—*Answer.* No, sir; it is in a state of perfect preservation. I have another small portion of hair which I took from the back of the head, and which I have washed and examined under a microscope. I found it was of a dark color generally. Some of the hairs were of a very light shade, although most of them were quite dark. You will observe in this specimen (producing the hair) some of them are much lighter than others.

*Dr. R. Wysong.*—I participated in the exhumation and examination of the remains which have been spoken of by Drs. Howard and Miles. I did so at the request of Messrs. Whitney and Johns, the counsel for the plaintiff. I joined in the report which was made, and concurred with the others in the conclusion arrived at in the report. I have heard the statement made by Prof. Howard and Prof. Miles upon the witness-stand, and I concur with them, in all particulars, in what they have said as to the facts.

*Dr. Gorgas,* one of the physicians who united in the report of exhumation and examination of the remains, being absent from the city, was unable to testify. He was a dentist of skill and experience, and had prepared plaster casts of the mouth, which casts or models were used by witnesses in their testimony relative to the teeth. The evidence of Dr. Gorgas not being attainable, *Dr. Robert Arthur* was called by the defendants, and testified as follows: I have practised the profession of dentistry thirty-two years. [Plaster models of the mouth of subject examined, produced and handed to witness.] The

operations of nature, after the loss of teeth during life, are such as to leave it a matter of no possible scientific doubt whether teeth have been lost before or after death, provided they have been lost a certain time before death. It is a matter of physical demonstration. Looking at this model of the lower jaw, speaking as a scientific expert, I would say these teeth were lost, with the exception of the ones from these two cavities [referring to the two which the other physicians spoke of as where the teeth had fallen out since death], certainly more than two years before the death of the subject. In this model of the upper jaw, three of the teeth, I should say, were recently lost. The tooth next to the front tooth had been lost, unquestionably, from one to two years. The absorption seems to have been complete, but the eye tooth and next to it seems not to have been lost so long; the absorption has not been completed. I should infer, from the small cavities, that the front tooth had been lost some time before death. Obviously there was a great deal of disease here; there must have been much physical pain. This place where the penetration appears to have taken place in the roof of the mouth, shows a perforation through the bone communicating with the socket of the teeth. The teeth must have been very much diseased to have got into this condition. Not within my experience have so many teeth been lost without the patient suffering great pain, and of necessity requiring the services of a dentist. In masticating ordinary food, this person must have found great difficulty. He must have eaten with great discomfort. I would not, by any means, call this person's front teeth quite regular. Teeth that are absent could scarcely be called regular. Even the teeth of the lower jaw must have presented a very irregular appearance.

*Dr. Chas. H. Ohr.*—I am a practising physician; have been in practice about forty years; am at present the President of the Medical and Chirurgical Faculty of the State of Maryland. I reside in Cumberland. I have been present during the medical examinations here, and have heard the testimony of Doctors Howard, Miles, and Arthur. [Plaster casts of the mouth of the exhumed subject handed to witness.]—*Question.* Supposing these to be accurate models of the mouth of the subject

which was exhumed and examined by those medical gentlemen, and with the professional descriptions that you have heard, please tell the jury whether or not that was a regular set of teeth at the time of the death of the party.—*Answer.* No, sir. It was a very irregular set.—*Question.* State whether or not that was the mouth of a man, in your judgment, who had never suffered any pain from his teeth, and never had occasion for a dentist.—*Answer.* In my judgment, he required the services of a dentist on more occasions than one, and had suffered a great deal of pain on account of diseased teeth. Witness further testified: There is very little surface here for the process of mastication or chewing of food. The grinding teeth are not opposite each other in such a way as to enable this person to masticate ordinary, usual food. The abscess at the roof of the mouth would have produced intense pain. Looking at the whole of that mouth, it was physically impossible for the person who had it to chew his ordinary food without pain, and even with trouble and pain the process must have been very imperfect.—*Question.* What is the effect of fire upon human hair?—*Answer.* Brought in contact with fire, the hair will burn, and will then crumble upon the slightest touch or friction, so far as the fire has been applied. When the hair has been heated but not burned, it preserves its integrity.—*Question.* Have you ever heard of a case, in your experience, when hair burned would not crumble at the time when it was handled for the purpose of being put away, but which fell to dust afterwards?—*Answer.* No, sir. In my judgment that is not physically probable. Hair is not a good conductor of heat. It does not burn well. It will ignite, but as soon as it is beyond the reach of the substance which ignites it, it will cease to burn.

The defendants close.

*John W. Butler*, a witness for the plaintiff, in rebuttal, sworn and examined.

I have known *W. S. Goss* since 1854. He was of an inventive turn of mind. He invented what he called a ratchet screw-driver, some years ago. He called at my office some few months before his death and brought what seemed to be a piece of india-rubber. Says he, "John, I think I have got it at last."

I asked him what it was. He said that he had discovered a substance to take the place of india-rubber and not cost more than half as much. I asked him why he did not patent it. He said he did not care about putting the receipt for making it on file; that he found it the hardest work of his life to keep the secret, even from his wife.

*A. C. Goss, recalled in rebuttal.*—I heard the testimony of Dr. Thorn in reference to a buggy. His testimony is not true, so far as I am concerned. I have never been in a buggy since I have been in Baltimore. I met Dr. Thorn once before I saw him on this stand. At the time I was accosted by the gentleman whom I have now learned to be Dr. Thorn, I was starting to leave Mr. Langley's office, and passed near Dr. Thorn, who was sitting there with his feet on the stove. He got up, extended his hand, and offered to shake hands with me. He said, "My hostler has a very fine pair of buck gauntlets, which, he says, you gave to him. Will you tell me if you gave him the gloves?" I told him I did not. Then he said, "At the time you got the buggy." I told him he was mistaken in the man. He says, "What is your name?" I said "Goss is my name; the brother of the unfortunate man who was burned up." He said, "That is not the name the party gave me. He gave me his name as Philip Raugh." He repeated the name to me three distinct times. I sat there a few moments and then got up and went home and spoke to my family about this matter. I remarked to Mrs. Arden: "I shall make a little note of that, for it may come up at some time," and I did so in this little book. [Producing the book.] I made this little memorandum at the time, in the presence of Mrs. Arden. It reads, "I met Dr. John Thorn at Langley's office to-day; he accused me of getting the horse and buggy of him to go on the York road. He said the name I gave him was Philip Raugh and not Goss."—*Question.* You stated that you took supper at the house of Mrs. Parsons, that night?—*Answer.* Yes, sir. I am almost positive I did.—*Question.* Have you any doubt about it?—*Answer.* None in the world.—*Cross-examination.* I have no memorandum by which I can tell the precise date when this entry was made in that book. I think it was two or three weeks after the fire, when I had the interview with Dr. Thorn.

I had never seen Dr. Thorn before, to my knowledge, and was not then introduced to him. When I got home I made the memorandum, the same day.—*Question.* If you had never seen this man before, and had never heard of him before, tell the jury how you became familiar with the fact that he was Dr. John Thorn?—*Answer.* I think from what he told me.—*Question.* He gave you his Christian name as well as his other name?—*Answer.* I think he told me that, or I would not have made a memorandum.—*Question.* I see that you use language which strikes me as somewhat singular, "He accused me of getting the horse and buggy." What do you mean—what particular horse and buggy do you refer to by using that language?—*Answer.* To the horse and buggy he asked me if I did not get from him.—*Question.* It seems to me that a man making a memorandum of that sort, who had never known anything about it before, would have said, "Asked me about a horse and buggy?"—*Answer.* I felt sure, when I got home, there was a plot and conspiracy against me.

*Mrs. Arden*, recalled in rebuttal.—I recollect A. C. Goss coming to my house and making the memorandum he has testified to. It was done at my suggestion. He stated to me what had occurred.

The plaintiff here closed.

*Dr. John Thorn*, recalled in rebuttal by the defense.—The statement of the name of Philip Raugh, as made by A. C. Goss, is not true. I never before heard of that name.

The defense here closed.

Defendants' counsel submitted prayers covering two points: 1st, the question of the identity of the body, of whose burning evidence has been given, with that of Winfield S. Goss the insured; and 2d, the question of fraud, as presented by the false statements made by Goss in his applications for insurance.

The opening argument for the plaintiff was made by H. V. D. Johns, Esq. E. Otis Hinckley, Esq., followed in an argument for the defendants. These gentlemen spoke with marked ability and earnestness. The last day of the trial was devoted to the closing arguments of the distinguished counsel, upon whom this duty devolved. S. T. Wallis, Esq., made the concluding argument in behalf of the insurance companies, and for



nearly three hours his rare eloquence held the eager attention of the jury and of the great crowd of spectators who had assembled in the court-room. Milton Whitney, Esq., closed for the plaintiff, and was listened to with evident pleasure by the audience, and with telling effect upon the jury.

The case finally was given to the jury, with leave granted to return a sealed verdict, and the court then adjourned to the next day. After a deliberation of about five hours, the jury came to an agreement. They were nearly unanimous from the first in favor of the plaintiff. The sealed verdict was duly read in court, it being in favor of the plaintiff for the full amount of the insurance, with interest added. Defendants' counsel gave notice of motion for a new trial, pending which, the court adjourned.

### III.

With unmistakable evidences of delight, the conspirators saw that they had *almost* attained success. But the motion for a new trial, and especially the postponement of the hearing upon that motion until the November term of court, was somewhat of a drawback to their happiness. They knew that the fugitive Goss, addicted as he was to intemperate habits, was liable to betray his hiding-place. Before Udderzook left the court-room, he spoke to a representative of one of the companies upon the result of the trial, and in reply to a remark of his was told that heretofore but little effort had been made to ascertain the whereabouts of the missing Goss. Doubtless he drew the inference that a determined search, instituted by the insurance companies, would expose the whole fraud and convict himself and his accomplices of perjury. Well might they become alarmed with such a contingency staring them in their faces! Their efforts to thwart this, and at the same time secure the plunder awarded them by a prejudiced and hostile jury, resulted in the tragic events which followed.

The verdict against the insurance companies was rendered on the 6th day of June, 1873. On the 30th day of the same month, at about nine o'clock in the evening, William E. Udderzook arrived at the hotel of the little village of Jennerville, in Chester County, Pennsylvania. Udderzook was well known in

that place. He had spent his boyhood there, and his parents still resided in the neighborhood. At the time of his arrival at this hotel, he was accompanied by a man whom Udderzook spoke of as his friend, but did not mention any name. He asked for supper. Owing to the lateness of the hour, only a cold lunch could be furnished them, of which they partook, and afterwards they decided to remain all night. They were shown to a room, where they were quartered for the night, both occupying one bed. The stranger is described as a stout, full-chested, rather heavy-set man, with dark hair, dark mustache and side whiskers. He appeared to be about forty years of age. The next morning Udderzook spoke of his friend as being an invalid, and unable to come to the breakfast-table. A breakfast was accordingly prepared, which Udderzook took to his friend, in his room. The stranger kept himself concealed from general observation during the day. Udderzook was absent from the hotel during the forenoon, having gone away for the purpose, as he stated, of visiting his mother and a married sister who resided near by. In the evening he came back with a horse and top buggy, which he had hired from a neighboring livery stable, settled his hotel bill for himself and his friend, and then taking his companion into the buggy, drove away. Near midnight he returned the horse and buggy to the livery stable. He was then alone. An examination of the buggy next morning showed that the dash-board and bow-irons were broken. An oil-cloth which had been fastened to the floor of the buggy was missing, as also were two blankets which had been furnished with the buggy. The bottom of the wagon was stained with something which had the appearance of blood. A large gold seal ring, set with blood-stone, and a bone shirt-stud, were found between the cushions of the buggy.

A week afterwards—on Friday, the eleventh of July—a farmer, who resided in the neighborhood, was passing along the roadway through what is known as Baer's Woods, when his attention was attracted by a number of buzzards in the road, on the fence, and in the woods. He thought it an unusual occurrence, but kept on his way. Returning over the same road soon afterwards, and seeing the buzzards still there, he determined to ascertain the cause of it. An examination of

the spot led to the discovery of the body of a man, scarcely covered with earth, leaves, and a few branches of trees.

Information of this discovery brought others to the spot, and the mutilated remains were found to resemble the stranger who, a few days before, had driven away in the buggy with Udderzook. The deputy coroner, with the assistance of his neighbors, made a careful inquiry into the mysterious circumstances. A jury of inquest was impanelled without delay, and upon the evidence before it they found . . . "That the same man (name unknown) came to his death between the hours of seven o'clock P. M., July 1, 1873, and eight o'clock A. M., July 2, 1873, from wounds inflicted by a dirk-knife or other sharp instrument, in the hands of William E. Udderzook, of Baltimore, Md. . . ."

The facts of Udderzook having been principal witness and manager of the occurrences connected with the fire on the York Road, coupled with the other significant fact that the remains of the missing stranger bore a striking resemblance to the description of Goss, were sufficient to arrest the attention of the insurance companies interested. An immediate visit to the scene of the murder followed, and a careful investigation of the facts was at once commenced. To the adjuster of the Travelers Insurance Company was assigned the general supervision of the matter, in the interest of the companies, and by the 18th of July these investigations had been followed up with such vigor as to enable him to send the following telegram: "Under the direction of the District Attorney, we have exhumed and thoroughly examined the body of the man recently found murdered near Jennerville. All the measurements of the body, muscular development, figure, and general appearance, accurately correspond with the well-known description of Winfield Scott Goss. The teeth are remarkably good, regular, even, and well preserved. The remains were fully identified by Baltimore citizens who knew Goss intimately during his lifetime. A seal ring, found in the wagon used by Udderzook on the night of the murder, was to-day identified by Louis Engel, of Baltimore, who is a friend of the Goss family, and who was a witness for Mrs. Goss in the recent insurance suit. He unqualifiedly declares it to be the ring worn

by Goss; says he has seen and examined it many times, has frequently taken it from Goss and placed it upon his own finger. He described the ring perfectly before it was shown to him. The evidence is now complete, except an analysis of the blood-stains on the wagon, and similar examination of the charred remains of the clothing burned by Udderzook. The materials for this purpose, under seal, are placed in the hands of Professor E. Lloyd Howard, of Baltimore, for examination and report to the State authorities."

Udderzook was arrested on the 15th of July, at the instance of the Sheriff of Chester County, Pa., and being taken to West Chester, was securely lodged in jail. His arrest upon so grave a charge was well calculated to create the utmost consternation among his numerous friends and acquaintances, and especially among those of the Goss relationship. The daily papers were filled with rumors of alleged discoveries which seemingly strengthened the evidence against him. Startling disclosures followed in rapid succession, until all doubt was early removed from the minds of those who were best conversant with the facts.

Udderzook's friends were equal to the emergency. His lieutenant, who in court had unblushingly denied "*getting the horse and buggy*," was unceasingly active in his behalf. They had no personal interviews. Alexander Campbell Goss did not risk a visit to Udderzook, while a prisoner in jail, but he plotted to extricate his confederate with characteristic cunning. The same able counsel who had conducted the insurance suit for the "widow" were soon actively at work for the brother-in-law. Strong local counsel was employed at West Chester, and the Hon. Wayne McVeagh, of Harrisburg, was also retained to defend the criminal.

It would be interesting to review the steps which gradually revealed the great mass of evidence which so completely overwhelmed Udderzook upon his trial. This would occupy too much space, however, and as nearly all the facts material to the unfolding of this story appear in the evidence of witnesses produced in court, we may avoid repetition by entering at once upon the record of the trial of William E. Udderzook.

## IV.

On the 21st of October following the finding of the murdered man's remains, the case came to trial at West Chester, Pa., Chief Judge William Butler, and Associates Hawley and Passmore, on the Bench. For the prosecution appeared Hon. A. Wanger, of West Chester, Commonwealth's Attorney, and William M. Hayes, Esq., of West Chester; and for the prisoner, Wayne McVeagh, of Harrisburg, Milton Whitney, of Baltimore, and Joseph Perdue, Esq., of West Chester.

The clerk read the first count of the indictment to the jury. The District Attorney, Mr. Wanger, then made his opening statement, wherein a brief *résumé* of the case was laid before the jury. We make the following extracts therefrom:

"On Friday, the 11th day of July last, the naked trunk of a male human body was found in Baer's Woods, between Penningtonville and Cochransville, a lonely and desolate spot, buried in a shallow grave. The limbs, brutally severed from the body, were found buried some twenty-two yards distant. The man had side whiskers, was of a dark complexion, with dark eyes, hair dark and wavy, slightly mixed with gray. A shirt was found in the same grave in which the body was interred. From the feet were taken a pair of shoes. Several cuts, apparently stabs, upon the right breast, a cut across the throat, and two other slight cuts, revealed the crime of a horrible murder.

"... Winfield S. Goss, in 1872, was a resident of Baltimore. On Friday, the 2d day of February in that year, he disappeared. It was alleged that he was dead. We have been enabled to trace his wanderings, in some measure, until we come to his foul murder in your midst. In the month of June following his disappearance from Baltimore, he arrived at the Central Hotel in Philadelphia, where he registered the name of A. C. Wilson. The handwriting upon the register will be submitted to you in proof of this fact. A few days afterwards he appeared at Cooperstown, in Delaware County, in this State, where he gave the same name. He boarded there for some months, and also near by at Athensville, and frequented Bryn Mawr, not far distant. A description of his person and clothing, his statements and handwriting, will be sub-



mitted to you in proof of these facts. A finger-ring which he wore, that is positively recognized, will be shown you. This ring he pawned at one time for a loan of a few dollars. He left Athensville for Newark, New Jersey, where he boarded until Wednesday, June 25, 1873. On that day he left for Philadelphia, procuring his passage ticket through the agency of Mr. Williams, a fellow-boarder. In Philadelphia he registered at the William Penn Hotel, in proof of which fact we shall submit to you his handwriting upon the hotel register. . . . Winfield S. Goss had effected an insurance upon his life to the amount of \$25,000, and there were certain actions in the conduct of the prisoner which will be submitted in proof of an interest or reason for concealing the whereabouts of Goss, and even for his murder.

"A day or two after W. S. Goss arrived at the William Penn Hotel, as we shall prove to you, the prisoner came to Philadelphia, inquired for Goss, *alias* Wilson, and the two went away together. On Monday morning, the 30th of June, the prisoner and a stranger arrived at West Grove Station, on the Baltimore Central Railroad, in this county. They left their baggage and passed on foot for Jennerville, where they arrived at nine o'clock in the evening. They there remained all night, and in the morning the prisoner hired a horse and rode to his brother-in-law's residence, situated ten miles north. He met his sister at the house, and with her went to a neighbor's field, where her husband was at work. There he revealed to his brother-in-law that he had a friend at Jennerville who had money, and he endeavored to persuade Rhoades, his brother-in-law, to assist in putting the friend out of the way; stating that he had had this person in Newark, Philadelphia, and elsewhere, and that it would be worth a cool thousand dollars to each of them. We shall show you that he had previously written to Rhoades, saying that he had a job for him. . . . The prisoner then left his horse and went to Penningtonville on foot, where he hired a horse and top buggy. Returning, he stopped at Rhoades' place for the horse which he had left, and borrowed a strap with which to lead him. He arrived back again at Jennerville in the evening, returned the horse he had hired there that morning, and between six and seven o'clock in the evening

he and the stranger—his friend as he called him—left in the buggy. They were seen at a number of places on the road, and will be traced to near the spot where the remains were found. . . . At 11.40 o'clock that night he returned the buggy, broken and bloody. On the evening of this day, as we shall show you, there were heard cries upon the road, or within the woods where the crime was committed. This, as you will remember, was on the 1st day of July last. We shall show you that on the morning of the 2d a smoke was seen arising from the woods. Farther in the woods some of the clothing of the murdered man was burned. Buttons found there were peculiar, and were like those worn by A. C. Wilson, *alias* W. S. Goss, when he left Newark. The prisoner was seen to pass the hotel in Cochranville, on the morning of the 2d, and at this hotel he received a cup of coffee and a light breakfast. Thence he went on foot to Jennerville, arriving there at nine or ten o'clock, with his clothes disheveled. On his way he made statements about the man he had taken away with him, which statements we will show were false. On the evening of the same day he called at the railway passenger station at West Grove, where he had previously left his baggage, as we have stated, and obtaining it, he took it to his mother's house, where he left it. The next morning he left for Baltimore. . . . The person who had let to the prisoner the horse and top buggy, sent him a bill for the breaking of the wagon and loss of blankets, amounting to \$12.75, which bill he paid. This bill was found upon the prisoner's person at the time of his arrest. . . ."

*Gainer P. Moore.*—Sworn and examined. On Friday, the eleventh day of July last, I was passing along the Newport turnpike. Coming along in sight of Baer's Woods, I noticed quite a number of buzzards in the road and on the fence each side of the road. As I came up near where they were, I noticed a good many in the bushes in the woods. I went on upon my business, and returning, when I came in sight of the woods, the buzzards were still there. I went into the woods to see what attracted such a great number, and discovered something that was mysteriously hidden. It was partly covered over with earth, some dead leaves, and there were several limbs

of trees laid lengthwise over it. I looked around that portion of the object which was exposed, to see if I could find any hair whereby I might determine what kind of an animal it was. I found nothing but a little tuft of dark hair, mixed with a few gray hairs. I did not make any further discovery, for I had nothing to work with. I then went to Mr. Hurford's, where I had an errand, and from Mr. Hurford's went across the lot to the house of Mr. Rhoades. Mr. Rhoades was not at home. I described to his wife what I had discovered in the woods, and she said she would tell her husband when he came home, and have him come up and see me at my home. Rhoades came about three or four hours afterwards. I took my shovel and we went into the woods to the place where I had seen the object or body buried. Rhoades sunk the shovel into the soil on the left side of the body, and dug up a shirt. He struck the shovel in again, and raised up the head and face of a man. Just then I heard a wagon passing along the road. I went out to the road and saw a gentleman driving by. He was a stranger to me. I told him what we had found, and asked him to come into the woods and be a witness. He did not want to be detained, but, as he was going towards Penningtonville, he took us into his wagon, that we might notify the coroner. The coroner, and some eight or ten gentlemen, went back with me to the woods, to where the body lay. A jury was at once empaneled. The body lay in the same position as when we had left it. Some person had reached there ahead of us, and had uncovered the body. I observed a good-sized whisker on the side of the face, also a very good crop of hair. His beard on chin and lower part of face showed that it had not been shaved for several days. His hair was quite dark, with a sprinkling of gray. Whiskers about the same color. The jury being empaneled, the body was placed in their care. It was the trunk only, the arms and legs having been taken off. It was naked. The limbs were found about fifteen paces distant from where the body lay. They were buried only a few inches below the surface. On the feet were a pair of white cotton hose and a pair of congress gaiters. The limbs were taken out and placed alongside the body. The remains were then removed by the

coroner to Penningtonville. I subsequently examined and made measurements of the grave where the body was buried. The deepest part of it was eleven inches below the surface. At that depth was a large root running across the bottom of the grave. There were other roots running across near the ends of the grave. At the time when Rhoades and I raised the head out from the ground, the face had a natural look. By that I mean I could have recognized it easily if I had known the person in life. I have no doubt of this.

Counsel for Commonwealth here proposed to show a photograph picture to the witness and ask him whether he recognizes either of the persons photographed thereon, to be followed by evidence as to whose photograph it is. Objected to by the defense.—*The Court.* The offer, of course, must be considered in connection with the opening that the Commonwealth made, and with the offer of other evidence showing whose photograph it is. We can see without difficulty that it can do no harm if it is not followed by such proof. If it is followed by such proof, the consequences are precisely the same as if the proofs were heard in advance. I do not myself see that it can make any difference to the prisoner, and this question is purely one of discretion with the Court. In our judgment the evidence must be received. [Exception reserved by the defense.]

The photograph spoken of was here handed to witness. It was the same photograph which had been introduced in evidence during the preceding trial of the insurance case, being a picture of Mr. J. W. Langley sitting, and W. S. Goss standing by the chair.

Witness testified: This person standing facing me bears a strong resemblance to the face of the person I discovered in Baer's Woods. From the point of the nose upward, in particular, there is a strong resemblance; also in the eyebrows and the hair. [A linen shirt, very much soiled, and somewhat torn, was handed witness.]—*Witness* (examining): That looks like the shirt found by the side of the body of the man found in the woods. I recognize it by the blood-stains, and more particularly by that button (indicating); I noticed that button particularly on the front part of the band; I noticed at the time that it was a common porcelain button, and that the thread was not

white; also these cuts in the shirt, one near the band, and these on the right side, near the front. I observed all these marks while the jury were holding the inquest, before the body was removed from the woods.

*Cross-examined* by Mr. McVeagh. When Rhoades and I first raised the head and face, the face was white, and I looked at it closely with a view to determine whether I knew it, and concluded I had never seen the individual. I first saw the photograph last Friday evening. It was exhibited to me by Mr. Hayes, the Commonwealth Attorney. He did not inform me who it was; I was not informed at any time whose photograph it was. Mr. Hayes showed it to me and asked me if either of those faces looked like the man I found, and I immediately recognized the man standing.—*Question*. Did not you know these were two photographs on the same plate—of the insurance agent and of this man whose body is alleged to have been found?—*Answer*. I never heard of that.—*By the Court*. Was the face bloated or swollen to any extent whatever?—*Witness*. I think not; I noticed it sufficiently to see, and, if bloated at all, it was very slightly.

*Hugh Rambo, Esq.*—I am deputy coroner, and reside in Penningtonville. I was notified officially in this case by Mr. Rhoades, at about five or six o'clock in the evening of the 11th of July, and empaneled a jury right away. We found a whisker on the right side of the dead man's face; on the other side the whisker had been rubbed off by a stick, and adhered to the stick. I immediately wrapped it in a piece of paper for preservation. I took a small portion of the hair from the head and wrapped it in paper also. We then examined the body lower down and found a cut just below the breast-bone. We saw and examined several other cuts on the body, and then we took the body and carried it to the side of the turnpike. While we were getting the body out of the hole, my attention was called to a spot some sixty feet distant, by some parties who had discovered a freshly-made mound. I took my shovel and commenced to clear away the dirt, and there found the limbs. As it was growing dark, we removed the remains to Penningtonville. Examined witnesses same evening, and again next day. When the limbs were exhumed, there were



a pair of white hose and a pair of shoes on the feet. I removed them from the limbs. [Witness here identified the gaiters and hose removed by him from the limbs.] At the place in the woods where the remains were found, the undergrowth is very thick, and there are many cedar trees. The limbs of the trees grow close to the ground and are full of branches. There was difficulty in seeing any distance, on account of the dense growth. Subsequently to the inquest there was another examination of the remains by Doctors Lewis, Bailey, and Howard. Mr. Wanger, the District Attorney, was present at the time.—*Cross-examination.* The hair on the top of the head was loose; some of it was off—rubbed off and lying on the skin. The one whisker that remained was rather loose and afterwards rubbed off. The odor was very offensive. We packed the body in ice that evening. Also some disinfectant was placed upon it by Dr. Bailey.

*Dr. Elisha W. Bailey.*—On the evening of the 11th of July I received a message from acting coroner Rambo, to go to Baer's Woods and examine a body. I went there and found some eight or ten persons present. I examined the body as it lay in the shallow grave, and found there was one cut opening into it between the third and fourth ribs and about three inches from the breast-bone. There was another similar cut between the fifth and sixth ribs, one between the sixth and seventh ribs, and one between the eighth and ninth. There was one other cut at the end of the breast-bone, another in the neck, on the left side, about an inch above the collar-bone. There was an incised wound commencing on the left side of the neck, running across the windpipe and terminating on the opposite side of the neck. This wound opened into the windpipe. There was also a wound across the bridge of the nose at the lower third, depressing the cartilage. This wound showed that it was not done with a sharp instrument. I found that the front teeth, the four upper incisors, and the four below, had been driven back into the mouth. Two of them were lying loose on the tongue and the others were adhering. I removed them all from the mouth and have kept them in my possession. The hair upon the head was about an inch and a half in length, inclined to curl, and was of a dark brown color mixed with a few gray

hairs. On the chin was a beard of several days' growth. The limbs were all disarticulated from the body, at the shoulder and hip joints. [Witness produced the teeth, which he had taken from the mouth, as stated by him.] The person had what I would call a very good set of teeth; they were firm and large, and appeared healthy and strong. At the time of the inquest I made an estimate of the age of the person and of his personal appearance. I considered him between thirty-five and forty years of age; five feet eight or nine inches in height; thirty-eight to forty inches girth of chest. The body showed an erect carriage, with the shoulders thrown back, throwing the chest well forward. The limbs were large, well developed, and appeared to be those of a man of good physique. The hands were evidently not those of a laboring man.

*Dr. E. Lloyd Howard.*—I reside in Baltimore City; am a physician and surgeon by profession and practice; I reached Penningtonville on the evening of the 17th of July last. On the 18th I witnessed the disinterment of a body in the burying-ground at Penningtonville. This was in the afternoon. After the coffin was opened I made a careful examination of the remains. I found the body to be that of a white man, of about five feet eight inches in height, weighing about one hundred and seventy or one hundred and eighty pounds, and of stout frame. There were marks upon it indicating that a previous post-mortem examination had been held; also wounds which did not look as if they had been made for the purpose of examination. There was attached to the head a bundle of hair lying loosely to the top of the head; none, however, attached to the scalp. The hair was about an inch and a half long, of a dark brown color, and some gray hairs scattered through it. I removed a small portion for subsequent examination. There were no whiskers upon the face, except upon the chin, where was a beard of a few days' growth. The head was well formed, rather large size. The forehead was straight and square; large, full face, and still further enlarged, or slightly swollen, by post-mortem changes. The eyes were of a dark color; the exact shade could not be determined. The nose was well formed, and rather small. There were certain injuries about the face which I noticed; a cut across the nose, dividing the

bones from the cartilage. This cut was not inflicted with a sharp instrument. There were also marks of injury about the mouth. The upper front teeth had been driven back into the mouth, carrying with them a part of the socket of the teeth. The blow upon the nose must have been a very severe one to have broken in the bone and cartilage in the manner it did. The blow upon the mouth also must have been a very severe one, to not only break in the teeth and knock them back, but also to break in the jaw-bone. I found ten teeth remaining in the upper jaw, and open, fresh sockets from which four others had been removed recently. Two upper jaw teeth had been lost previous to death. In the lower jaw I found nine teeth remaining in position, and evidence that five others had been lost immediately after death or immediately preceding it. There were evidences of two lower jaw teeth having been lost some months previous to death. At the time of death he must have had twenty-eight teeth in all remaining in his mouth. The teeth lost previous to death, both in the upper and lower jaw, were back teeth. The general appearance and character of his teeth were perfectly good. They were white, even, and regular. There were three or four gold fillings, and there were slight marks of disease upon two teeth. The neck was large and thick. There was a wound across the front of the neck, dividing the windpipe and extending deeply into the tissues. The chest was large and capacious. The points it presented were that it had been opened in a previous post-mortem examination, and in addition thereto there were several wounds upon it. The exact nature or cause of those wounds it was impossible to determine. I examined the limbs, and found them cleanly disarticulated from the body at the shoulders and at the hip-joints; evidently removed by a sharp-cutting instrument. They were large and well developed. The wrists, ankles, feet, and hands were small for that sized frame. The nails were neatly trimmed, and the indications were that the man had not been accustomed to hard manual labor. The collar-bones were large, throwing the shoulders well back.—*Cross-examination.* At the time I went to Penningtonville, I volunteered to go with Dr. Lewis. Other persons accompanied us, and were present at the time of the exhumation and examination of these remains.

*Alexander H. Barnitz.*—I reside in the city of Baltimore; am in the office of the Assistant Treasurer of the United States. I was acquainted with Winfield S. Goss; have known him since 1859. I used to see him very frequently, almost daily, at the establishment of Harrington & Mills, where he was employed. At that time I had the books of that firm in my charge. I was with him there a little over two years. During the time he was there I saw him daily. Afterwards I met him occasionally. I saw him frequently, just as I see other people in the streets of Baltimore whom I know. He was a man of about five feet eight inches in height; was well built, erect, unusually prominent bust, shoulders thrown well back; of full form, and well developed. He had dark eyes, straight nose, round, full face, dark, wavy hair, a prominent brow, and wide forehead. He had a stout neck. So far as I observed them, his teeth were very good. I simply saw them in conversation. I was in Penningtonville with Dr. Lewis and Dr. Howard, on the 17th and 18th of July last, and witnessed the exhumation of the remains. I was requested to examine them critically and see if I could trace any resemblance between them and Goss; that is, if I could identify them. I remembered the appearance of Goss in his lifetime, especially his prominent breast, and this I recognized in the remains. I also recognized the brow and forehead as his, together with the general appearance of the face across the region of the eyes. —*Cross-examination.* The eyes were closed, not much sunken; there was no hair upon the head. I saw upon that corpse the features about the region of the eyes which I recognized as those of Goss. I saw there the expression that Goss wore in his lifetime. The eyes being closed did not destroy this expression.

*A. R. Carter.*—I reside in Baltimore; am agent of the Continental Life Insurance Company. I was acquainted with Winfield S. Goss. He was a fine-looking man, about five feet eight or nine inches tall; dark brown hair, nearly black; had a beard and mustache when I knew him. His chest measurement was thirty-eight or forty inches, and he weighed one hundred and seventy-five pounds. He was of good figure, with broad shoulders. He had unusually fine teeth, as they

appeared in conversation. I was in Penningtonville on the 18th of July last and saw the human remains which were there exhumed. I recognized the body as that of Winfield S. Goss. I recognized particularly the prominent forehead, full chest, and square build. When I knew Goss he was in a picture-frame gilding business. He also stated to me that he was engaged in manufacturing a substitute for india-rubber.—*Cross-examination.* The peculiarities by which I distinguished the remains as being those of Goss, were his prominent forehead, his full chest, and his square shoulders.—*The Court.* Do you mean to say that you recognized those remains as the remains of Goss, or that in the respect you have mentioned there was a resemblance?—*Witness.* I recognized them as his remains. They resembled him so closely I was positive they were his. I would have taken them for his if I had seen them anywhere else.

*Louis Engel.*—I reside in Baltimore County, about one mile out from the city. I knew Winfield S. Goss. He lived at my father's house during the summer of 1871, and I was with him almost every day. He was a very fine-looking man; had a large chest; his shoulders were thrown well back; and he walked very straight. He had a broad forehead and had dark, heavy hair. He wore a finger ring with a blood-stone setting. It had square corners and flat top. The part that went round the finger was square on the edges and had a little groove in the middle of it. The ring was also a little bent, was not quite round. When he was living at our house I would take the ring from him sometimes; I would take it off his finger and put it on mine and wear it. I admired the ring very much. It was a very pretty ring. I never saw one like it since that time.—*Question.* Have you seen that ring since?—*Answer.* Yes, sir, at Penningtonville. I think it was on the 17th or 18th of July last.—*Question.* State whether or not you gave a description of the ring then before you saw it.—*Answer.* Yes, sir, I did.—*Question.* Could you recognize it if you were to see it again?—*Answer.* I think I could. [Witness was handed a ring which he examined and said, "That is the ring."] Witness continued: At the time Mr. Goss lived at our house he had a leather colored valise. I never examined it closely.



[Witness was shown a valise.] It looked something like that; about that size and color. Goss sometimes drank liquor. I have seen him drink, and one time he borrowed money from me to buy liquor with. At one time I saw him drunk.—*Cross-examination.* The time I went to Penningtonville was upon the same occasion of which the others have spoken.—*Question.* Do you recollect, upon any occasion, of Mrs. Goss calling at your house, since the publication in the newspapers, about what you have mentioned in reference to this ring?—*Answer.* Mrs. Goss did not call at our house.—*Question* by Mr. Whitney. Do you recollect of calling at Mrs. Goss's house?—*Answer.* Yes, sir. She sent for me, and I went to her house.—*Question.* Do you recollect making any statement there to the effect that you did not mean to be understood as saying that this was her husband's ring, but it was one similar to the one her husband wore?—*Answer.* I said it was the ring Mr. Goss had worn when he was at our house, and I thought it was his ring, and I have said that to different persons.—*Question.* I am not asking what you told other people. Did you not say to her, in the presence of the family, that it was a ring that looked like the one that her husband wore, and that you thought it was the same?—*Answer.* There was no one in the room at the time but Mrs. Goss and myself. I said to her that I thought it was Mr. Goss's ring, and that I was positive of it.—*Question* by Mr. McVeagh. Where did you first hear of a ring found in this case?—*Answer.* I knew nothing of it until I reached Penningtonville.

*J. W. Langley.*—I reside in Baltimore; am agent of the Continental Life Insurance Company of New York. Have been acquainted with Winfield S. Goss many years. I first knew him in Nashville, Tennessee, and afterwards in Baltimore, Maryland. He was a man of medium height, large frame, full, deep chest, full weight. He had dark hair, inclined to curl. He had very fine front teeth. I was present with him in a photographic saloon at one time, at which time we had our pictures taken together. [The picture was shown to and identified by witness.] In this picture Mr. Goss is standing, and I am sitting. That is the position we were in when this picture was taken.

*John Charles Smith.*—I reside in Baltimore; I have known W. S. Goss. He boarded at Mr. Engel's, next door to where I lived. I saw him every day, passing him usually twice a day at the place where he boarded. He was of about the same size as myself—a little taller. He had dark, wavy hair, and dark whiskers. He weighed about one hundred and eighty pounds.

*Charles H. Jones.*—I am room-clerk at the Central Hotel on Arch Street, Philadelphia. As guests come to the hotel, I see them register their names, and assign them rooms. [The hotel register of 1872 was shown to and identified by witness.] Under date of June 21, 1872, I saw the name of A. C. Wilson registered, as it appears here. I have no particular recollection of the individual. He arrived in the evening and went away the next morning about nine o'clock.

*David R. Mullin.*—I reside in Cooperstown, Delaware County, two miles south of Bryn Mawr Station. I am acquainted with the prisoner at the bar. The first I knew of him was when he was seven or eight years old, when he came to live with me and remained with me until he was sixteen. His mother then came for him and took him away to learn the blacksmith trade. After he had learned his trade, and when he was upwards of twenty-one years of age, he came back and lived in my neighborhood for a year or more. It was twelve or thirteen years ago when he came back to my neighborhood. I am acquainted with his handwriting, and have seen him write. He boarded with me while he was learning to write at a writing-school, which was after he had learned his trade. It was some two or three weeks, and was twelve or thirteen years ago. In the winter of 1871 I received two letters from him, to which I replied by one letter intended to answer both of his. I never saw him afterwards until I saw him here in the court-room. [Two letters were submitted to witness.] I received these letters through the post-office at West Haverford. I recognize the handwriting as William E. Udderzook's.

The letters offered in evidence and read to the jury are as follows:

MR. MULLIN:

BALTIMORE, October 28, 1871.

DEAR SIR—I take pleasure in informing you that we are all well, and hope these few lines may find you all enjoying the same favor—it has been nearly one year since I seen or heard from you. I thought it my duty to inform you that I still exist. I have constant employment, on cutters, in a factory, where over a hundred men are employed. I should have written this letter sooner, but I am rather careless about writing. I suppose I have been prompted to this by A VERY PARTICULAR FRIEND OF MINE, he is a man of fine appearance, and about my age, and very well-to-do. But the large circle of acquaintances he is obliged to mingle with has been a great source of annoyance. It is his intention to leave the city for a few months in order to wean himself from so much company. I recommended Cooperstown as a quiet little place and just what would suit him. Now, if it would suit you folks to receive him as a boarder, please write soon and name the particulars. He will not want to leave Baltimore for a few weeks. Can we look for you down this fall? we would be pleased to see you in Baltimore. I spent a few days in Jennersville last June. Mother was well at that time, but since that time she was very near being killed by the cow that she was milking, all on account of a dog coming to her while she was milking.

I would like to write much longer, but owing to the lateness of the hour I will close. Please answer very soon.

Very Respt Yours

WM. E. UDDERZOOK,

No. 167 Conway St.,

Baltimore, Md.

MR. &amp; MRS. MULLIN:

BALT. Nov. 16th, 1871.

I wrote a few lines to you some time since but I have not received an answer. I came to the conclusion that you did not receive it. I therefore take pleasure in writing again.

I do not know that I have anything of much importance to communicate at present. The State and City elections are over and I suppose you have heard the returns. The Republican ticket has been defeated very generally in this State. I was nominated by the Reform party, and endorsed by the Republican Nominating Convention. After the Convention adjourned a committee called on me and informed me of my nomination. This committee consisted of the President, Vice President and Secretary of the Ward, also fifteen Custom House officers, besides a number from the Post Office and the Naval Department, also a large number of citizens.

Several speeches were made to which I responded. The next evening a mass meeting was called. I being present was conducted to the stand by the SARGT. AT ARMS, by the request of the President AMID LOUD & continued APPLAUSE. I addressed the meeting, at considerable length. I was not elected by some considerable but run

ahead of the Ticket thirty-one votes in my ward, my District consisted of Six Wards. I was five votes short of carrying the ward, which was closer than had been for some years. (Too many Roman Catholics,) the Democrat ticket in my District stood Eleven Catholics two Protestant, and all were elected. I wrote you in my last in regard to a friend of mine, that desired to weane himself from a number of his former associates. He has been in the way of getting a little intoxicated, I thought you might reform him, would it suit you to board him a few months or less. Please answer as soon as possible.

My wife & two little ones are well. I have study employment making cutters for a large factory where over one hundred men are employed. Jos. Thomas & Son, corner of Park & Clay Streets.

Give my respects to inquiring friends.

Very Respt. Yours

WM. E. UDDERZOOK,

No. 167 Conway st., Baltimore, Md.

*Witness continued.*—After I received the second letter I wrote in answer, informing him that I did not think it prudent for me to take a boarder at that time. Some time after that, on the 22d day of June, 1872, a man came to my house to board, and stated to me that his name was Wilson. A few days afterwards he arranged a Mexican vine on my porch, so that as the vine grew it spelled his full name, Alexander Campbell Wilson. He had no occupation. He came in the afternoon of the 22d of June, and remained until the 16th of the following November. He was a man of about five feet eight or nine inches; heavy, square build; very full in the breast. His hair was black, and his face cleanly shaved at the time he came. He let his side-whiskers and mustache grow after he came. [The photographic picture of Goss and Langley was shown to witness.]—*Question.* Do you recognize either of these in the picture?—*Answer.* Yes, sir; I recognize the one standing as Mr. Wilson's picture. When Wilson came to my house he came on foot and brought nothing with him. He went to Philadelphia and came back Sunday morning, bringing with him a valise. Wilson had a habit of drinking to excess, for which reason I declined to board him any longer. After he left my place I received a letter from Newark, New Jersey, purporting to come from him. There was a portion of his board bill unpaid when he left my house. I did not afterwards receive any pay other than a watch, which he sent me by Mr. M. V. Olrey.

*George Crook.*—I have known Winfield S. Goss since 1868. On my first acquaintance with him I found him to be an intemperate man. [The defense objects to evidence of W. S. Goss's habits of intemperance. The Commonwealth asks to show this habit with the view of identification. The objection is overruled, and exception noted.] He was a good-looking man; about forty years of age; would weigh one hundred and seventy-five or one hundred and eighty pounds. He was about five feet eight or nine inches in height; broad chest; dark brown hair; had a peculiar, active walk, and usually dressed neatly.

*Mrs. Sarah R. Mullin.*—I am wife of David R. Mullin, who has been examined. A man by name of A. C. Wilson came to our house on the 21st of June, 1872, and then went away on the 22d, and came back on the 23d. When he came the second time he brought a leather valise. He was a stout built man, about five feet eight or nine inches, very full chest, his shoulders thrown back, rather dark hair and good teeth. He did nothing. In the fall he made a little house of acorns for a fair. [Witness was shown the picture of Goss and Langley.] The one in the picture who is standing is very much like Mr. Wilson.

*Mr. V. Olney.*—I formerly lived at the house of David R. Mullin in Cooperstown. I knew A. C. Wilson during the time he was at Mr. Mullin's. I saw him almost every day during that time. He was a genteel-looking man about thirty-eight years old; broad shoulders and chest, shoulders thrown well back; dark brown hair, inclined to curl and turning gray; small hands and feet, and very large hips. My business called me to Philadelphia daily. At the request of Mr. Wilson, I called at the Central Hotel, Philadelphia, for a black silk hat which he had left there. At his request I directed and sent small paper parcels, which usually weighed three or four ounces, and were sealed with wax. I gave the parcels to Adams Express Company, at their office in Philadelphia. One of these packages was sent about the 7th of August, 1872, another about the 15th of September, and another about the 24th of September. The address which I wrote by his directions upon the parcels was "*A. C. Goss, Calvert Street, Baltimore, Md.; care of Stevens & Co.*" At his request I went to



Bryn Mawr post-office and inquired for his letters, and on several occasions obtained letters to his address, which I delivered to him. They were all post-marked Baltimore. There was a cabinet furniture card printed on the envelope, purporting to be the trade-mark of Stevens & Co. Wilson and I conversed about people in Baltimore as mutual acquaintances. He showed me the wooden model of a ratchet screw-driver which he claimed to be an invention of his own. It was so constructed that a person using it could retain the same hold upon the handle and turn the screw-driver. [The picture of Goss and Langley shown to witness.] I recognize, in this picture, the one standing as Wilson's picture.—*Cross-examined.* I never saw a man look at all like that picture, except Wilson, nor bear any resemblance to him. It is by the general make-up of the man that I identify him in this picture.

*Abraham Good.*—I reside in Cooperstown; am a carpenter by trade. I knew A. C. Wilson during the time he lived at Mr. Mullin's. I saw him three or four times every week. [The picture of Goss and Langley shown to witness.] I recognize the one standing, as A. C. Wilson. Wilson borrowed four and a half dollars in money from me. A short time afterwards he came to me and offered me a finger ring as a pledge for payment. I took the ring and kept it about one month. I then sent the ring to him, to his address at that time, in Newark, New Jersey. I sent him at the same time the screw-driver model. The ring had a large stone setting. [The ring before introduced in evidence was handed to witness.] This looks like the ring. I sent it to him in a package, by express, about the 1st of January. I sent it at his request. While I had the ring in my possession I did not wear it, but put it away. I never examined it particularly. The screw-driver model was a double ratchet, made in three pieces; the driver part had a stem to it that ran through the other two pieces, so that one could move the driver without the handle turning in one's hand. I never saw one like it. It was peculiar.

*Newton Marshall.*—I reside at Bryn Mawr Station. I am ticket agent of the Pennsylvania Railroad Company, and agent of Adams Express Company. I have received packages through my office directed to A. C. Wilson, and delivered them

to him, for which he receipted. [Receipt book of company handed to witness.] The first package was received on October 16th, 1872. It was a paper package, probably eighteen inches long, by twelve wide, and three or four thick. It would weigh about eight pounds. It felt soft, like clothing. It came from Baltimore by the way of Philadelphia, as appears by the way-bill which is in this book. The next package came November 23d, 1872, and was delivered to A. C. Wilson. It was a money package and said to contain \$40. He receipted for it in this book. It came from Baltimore by way of Philadelphia. I saw Wilson frequently in October and November, 1872. I suppose I saw him nearly every day for a month. I became familiar with his appearance, in a business way, by his calling at my office. [Picture of Goss and Langley shown to witness.] The man standing in this picture is the man I delivered the packages to.

*David Bachrach.*—I reside in Baltimore; am a photographer. [Picture of Goss and Langley shown to witness.] I have the negative those pictures were taken from, in my possession. [Witness produces and exhibits negative.] It is a picture of Winfield S. Goss and Mr. Langley. I had known Mr. Goss a few months before making that negative. This print [examining photographic card heretofore introduced in evidence, representing one man standing and the other sitting] was made about a year ago, from this negative. At the time it was taken I did not notice anything on the finger of Mr. Goss. The photograph shows he has a ring there.

*Annie E. Mullin.*—I reside in Cooperstown, in the family of David R. Mullin. I knew A. C. Wilson while he lived in our family. He was a nice-looking gentleman; he had quite dark hair, a little curly. [The photograph introduced in evidence shown to witness.] The one standing is the picture of the gentleman who boarded at our house. [The seal ring heretofore introduced in evidence handed to witness.] That looks like the ring I saw him wear.

*Horatio C. Litsenberg.*—I reside in Athensville, about a mile and a quarter from Cooperstown. I keep a hotel there. I knew A. C. Wilson. He came to my place to obtain board, and remained about a week. He drank occasionally; I saw

him intoxicated twice. [Witness identified a due bill from A. C. Wilson to H. C. Litzenberg, dated November 23d, 1872.] I wrote the paper and he returned it to me signed. I did not see him write his name.

*Thomas R. Halcy.*—I reside in Athensville, and assist Mr. Litzenberg in his business. I knew a man who represented himself to be A. C. Wilson. He came to obtain board and remained about a week. He came on the 16th of November, 1872, and went away on the 23d of same month. He was intoxicated several times while there. I refused him liquor at the bar several times.

*Mrs. Elizabeth Toombes.*—I reside in Newark, New Jersey; am the wife of Isaac Toombes. Mr. A. C. Wilson came to my house November 20th, 1872, and remained there as a boarder during nearly seven months. I remember seeing the prisoner at the bar, on the 11th day of May, 1873, at my house in Newark. He came to see A. C. Wilson. He was introduced to me by A. C. Wilson as *Mr. Mullin*. He came between five and six o'clock on Sunday morning. My husband conducted him upstairs to Mr. Wilson's room. He took breakfast with me. After breakfast, they made arrangements to go to New York; Wilson came and asked me for an umbrella. They then went away together, and returned together the same evening. They then took supper, after which they went to their room, upstairs; Mr. Udderzook left to take the cars a little before nine o'clock that night. I have not seen him from that time until I came into this court-room. Mr. Wilson left my house June 25th, 1873. It was Wednesday evening, between nine and ten o'clock. He left, as he said, to meet a friend in Philadelphia. He said he was going to Philadelphia. Mr. Wilson was what I would call a large man; full-chested, square shoulders, throwing his shoulders back, especially when walking. He had dark hair sprinkled with gray; whiskers the same. He wore side whiskers, with mustache somewhat connected with his whiskers—what I believe are called Burnside whiskers. His eyes were dark. He wore no beard on his chin. In conversation I observed his teeth. He had a very good set of teeth. He took with him his overcoat; I should call it a very dark wine color. He had a pair of light panta-

loons on when he went away, and a dark vest. He wore congress gaiters; he had no buttons on them. [Exhibiting shoes heretofore introduced in evidence.] They were something similar to those; I could not swear those were the shoes. His shoes were marked eights; he used to leave them on the rack in my hall.—*Question.* Where was the mark you saw?—*Answer.* On the elastic, on the inside.—*Question.* On both shoes or only one?—*Answer.* I could not say as to that.—*Question.* See whether there is a mark in that shoe?—*Answer.* [Examining shoe.] It looks like the figure I saw in Mr. Wilson's shoe. On the Tuesday before Mr. Wilson left (he was going away on Wednesday), he brought me a shirt and asked if I would wash it for him. Myself and girl washed and ironed it for him. It was a new shirt and rather difficult for the girl to iron, so I told her to leave it until after dinner and I would iron it. I did iron it, and in doing so I observed the band button was off at the back of the neck, and I sewed one on in its place. The shirt opened behind. There had been two buttons on—one on the yoke and one on the band. There was a button-hole in the front of the band around the neck; eyelet holes in the middle plait of bosom, for studs; a loop at the bottom of the bosom plaits, and plaits by the side of the middle plait. It was the first time it had been washed since it was done up new. Mr. Wilson had worn it a week previous. [The shirt heretofore introduced in evidence exhibited to witness.] In respect to the buttons, button-holes, and the plaits, this shirt answers to the same description as the one I washed. When Mr. Wilson first came to my house he engaged board, and then went away and got his baggage, which consisted of a leather valise only. The valise had two handles placed so they could both be clasped by the same hand. The inside partition of the valise was loose, as I learned by picking it up from the floor where he had thrown it. The partition was covered with blue paper, small figures. This partition was left behind by Wilson when he went away. When I moved house it was thrown away. The valise was tan-colored, and looked as though it had been roughly handled. There were three letters on one end, one of which I think was a C. [The valise heretofore introduced in evidence exhibited to witness.] It looks

like the valise. The letters on the end are in the same place, but cannot say certain about them, as they are so much defaced. The size of this valise, its color, and the color of the lining, correspond with that of Wilson's. At the time Wilson came to board with me, I lived at No. 275 Mulberry Street, and I moved on the first day of April, 1873, to No. 331 Mulberry Street. When he left I was living at No. 331 Mulberry Street. When he came to board with me he wore no ring; but he often spoke of one which he owned, and when it came I was curious to see and examine it. I had it in my hands and examined it, and saw him wear it afterwards. I had it in my possession one afternoon last April. It was handed me by a member of the family to give to Mr. Wilson. I put it on my finger until tea-time and then delivered it to Mr. Wilson. It was a gold ring with blood-stone setting. The stone was longer than it was wide. There was a groove around the gold band, a sort of beading. [The ring exhibited to witness.] It looks like the same ring. I placed it on this forefinger, because it was loose for my other fingers. Mr. Wilson wore it on the ring-finger of his left hand. Mr. Wilson received letters by post, brought by the letter-carrier. They were addressed to Mr. A. C. Wilson. I did not often notice the post-mark, but I have noticed the post-mark Baltimore upon his letters. He has directed letters for me. I saw a letter he sent away. I saw that it was addressed to Miss Eliza Arden, Baltimore. He had a pair of eye-glasses. He never appeared to use them. I have seen him read and write. He did not then use them. He wore them by a cord about his neck, and carried them in his vest pocket. He had a habit of drinking. On several occasions he was very much intoxicated. When Mr. Udderzook was at my house to see him, Mr. Wilson called Udderzook "Doctor." He left on Wednesday evening. The next Saturday morning I received a note from him, written on Friday, dated from Philadelphia. I did not save it, I burned it. He wrote me saying that he enclosed \$2.50, with which he wished me to pay \$1.00 to the paper-man, and \$1.50 to a Mr. Meyers, across the street from my house. He wrote that he was the most miserable man living, and wished himself back at our house again, and said he should sail for Europe on



Saturday noon. There was no money in the letter. We had a private sitting-room for our boarders, and he frequently went into it. He had an invention which was called the model of a screw-driver. My attention was called to it, but I could not explain what it was. [The name of A. Campbell Goss was here called, but he did not respond, and the examination of the above witness was continued as follows.] There was another person who called to see Mr. Wilson. I think it was during the last of January, 1873. He was introduced to me as Mr. Wilson's brother. He resembled Mr. Wilson. He came on a Sunday morning and left Monday afternoon. He called for a private room, and in the evening I gave them the dining-room to do some writing in. They were writing there all the evening. [The Goss-Langley picture was exhibited to witness.] I recognize the one standing to be Mr. Wilson. Mr. Wilson had no business while he was at my house.—*Cross-examination.* I saw the shirt before I saw it here, in the office of Mr. Wanger, the Commonwealth's Attorney. I also saw the shoes in the hands of other persons. I did not examine them. At the time Mr. Wilson lived with me, my family consisted of fifteen or twenty persons. Sometimes we had twelve to eighteen boarders. The latter part of last January a gentleman, who represented himself as from Nashville, Tennessee, and as being a brother of A. C. Wilson, came to my house in Newark. He resembled Mr. Wilson.

*Miss Emma Taylor.*—I reside in Newark and live with Mrs. Tuombes, who has just been examined. At the time A. C. Wilson boarded at her house I knew Mr. Wilson; saw him daily at meal times, evenings, and on Sundays. He was a stout, fine-looking man, with full chest, very dark brown hair, slightly mixed with gray, and at that time wore a moustache and side whiskers. He had large, dark eyes, and heavy eyebrows. In talking he showed his teeth, which were very good. He had a large seal ring, which at one time he gave to me and I kept it about three weeks. I have not seen it since I parted with it. On the stone setting were two spots, which he pointed out to me, with a sort of a drip between them. The part which goes round the finger is not quite round in shape. [The ring heretofore introduced in evidence handed to witness. Witness

takes the ring and proceeds to a window and closely examines it.] I cannot see the spots so distinctly as I remember them. The resemblance of the ring itself, and the shape and size is the same.—*The Court.* Let us see what those spots are. [The witness hands the ring to the judge, and explains what she means by the spots.] Mr. Wilson gave it to me to keep, and I wore it on that forefinger with two or three other rings. It was a rather tight fit on that finger then and it is the same now. I kept the ring about three weeks, and then gave it to Mrs. Toombes, and she returned it to Mr. Wilson. I have seen Mr. Udderzook, the prisoner at the bar, before. I saw him on the 11th of May last, at the house of Mrs. Toombes. The way I remember or fix the date is because there was a lady friend visiting me, and she went away on Sunday, and the 11th, when he came, was the Sunday week before she went away. [The Goss-Langley picture exhibited to witness.] I recognize the one standing as Mr. Wilson. He left Mrs. Toombes's family on the 25th of June. He told me he was going to Philadelphia. While he lived at Mrs. Toombes's he wrote me several notes.—*Cross-examination.* I recognize Mr. Wilson, in the picture, from the whole appearance of the person; from the whole effect of the figure. When Mr. Wilson gave me the ring he was under the influence of liquor. I offered him the ring back several times when he was sober, and he would not take it. The notes he wrote me were upon small pieces of paper, which he placed in my hands. To some of them he signed his name A. C. Wilson, and to others no name at all. He wrote them frequently, sometimes three or four a day. Sometimes he and I would talk about the contents of the notes afterwards. I have a recollection of his handwriting, but not very distinct. [Commonwealth's Attorney proposed to offer two letters to witness and ask if she recognizes handwriting. One letter dated Newark, January 9, and received by David R. Mullin. The other addressed to S. R. Downs, June 19th, 1872.] Objected to by defense, and exception reserved.—*By the Court.* Do you recognize the handwriting? Look at it carefully and say whether you know that handwriting? Do you know the character of the writing?—*Answer.* Yes, sir. The writing is that of A. C. Wilson, to the best of my knowledge.

The following are the letters shown to witness:

S. R. DOWNS.

Success L. i.

Dear Sir—I have just noticed your advertisement in the New York herald. please drop me a few lines and state if you could not ACCOMMODATE an humble unassuming and good natured individual, as i profess to be for less money than your advertisement calls for, am easy to please, can put up with anything, all i want is to get in the country Please let me hear from you at any rate with directions how to find your house.

Yours most resp't,

A. C. WILSON.

NEW YORK, Jan. 3, 1873.

DAVID R. MULLIN, Esq., Cooperstown, Pa.

DEAR GOVERNOR—I have but just time to write you a few lines merely to inform you of my whereabouts and good health, &c., &c. Well as you see from this letter I am again in the great metropolis, hard at work, and working harder than I ever did before in my life. I am with a large firm here, that was among the sufferers from the Boston fire. Their loss is near a \$100,000, and they are working hard to regain their former footing. I am glad that I have come to them in their distress for they were sorely in need of my assistance (humble as it may be) for in these hurried times they wanted no new hands, but old ones, and as I am familiar with their business as well as their custom, I need no instructions. I have been to Philadelphia twice and to Boston once since I left you, and I leave here again to-night for Boston, and as soon as I return, I am off for the West for them. So you see my dear Governor I have my hands full. I have not had any leisure moments to myself since I have been here and will not until I return from my Western trip. These men have been my friends in times past and I am glad to have the opportunity to reciprocate their kindness. Gov. you know that I was looking for a package by express when I left you. Well in that package I expected a \$100. I have received the package, but only received \$40 instead of \$100. The truth of this you can find out from the clerk at Bryn Mawr station. Had I received the \$100 I should have been able to pay you what I owe you, but as it is I hope you are not uneasy for I will not long remain in your debt. Now a few words about family matters and I will close my letter. The time that I lived in your family have been very pleasant and agreeable. I was treated by all like a gentleman and tried to the very best of my ability to act in accordance and I flatter myself that I succeeded until within a few days of my departure and then that DM old fool made me mad with his insults and then I made an ass of myself by drinking whisky. I would not have had it happen for anything, that

I possess, particularly while in your house, but I can only say now that I am heartily ashamed of it, and hope that I will at no distant day have an opportunity to make atonement for it. I wish that I had all to go over again. How different I would act. My affairs in Tennessee are progressing favorable and I hope soon to be all right. Please remember me with kindness to your good wife and to ANNIE. Also to all inquiring friends. I have written Abe Good and he is to send me my ring and screw driver, and if you have no objection please give him watch. I need it very much in traveling. Write me a few lines and send it in the package that Abe is sending me. Hoping to hear from you soon I remain as ever.

Yours most respectfully,

A. C. WILSON.

Mr. Hayes offered to show to the witness the letters of W. S. Goss to Dr. Steele. [*Vide* page 227.] Upon examining the handwriting witness said, "It looks like Mr. Wilson's writing, but not so distinctly. I think it is his to the best of my judgment."

*Isaac Toombes.*—I am husband of Mrs. Toombes, who has testified. I knew A. C. Wilson, who was at my house about seven months. I saw him nearly every day. I was with him and conversed with him frequently. He was a fine-looking, stout, well-built man. He would throw his shoulders well back when he walked. He had a large, full chest; was about five feet eight inches tall, and wore side whiskers and mustache. His hair and whiskers were nearly black, mixed with gray. He had dark eyes. I have noticed his finger ring, have had it in my hands several times. We had a talk about the ring before it came, and when it came it had become a subject of curiosity, and we all took a look at it. [The ring heretofore introduced in evidence handed the witness.] It looks in every particular like his ring. [The photograph handed to witness.] I recognize the one standing to be Mr. Wilson. He would frequently drink to excess. I saw him when he left my house. He said he was going to Philadelphia. I have seen the prisoner, Mr. Udderzook, at my house. He was there on Sunday, the 11th day of May, 1873. He came to see Mr. Wilson. He came soon after five o'clock in the morning and rang the bell. I got out of bed, and went to the door and let him in. He said he wanted to see Mr. Wilson. I told him I did not like to call Mr. Wilson at that hour, as there was another man who roomed

with him. He said he was a particular friend of Mr. Wilson, and I asked him in. He followed me upstairs. I called Mr. Wilson and told him a gentleman wanted to see him. I turned and asked the gentleman his name, and he said "Doc." I repeated "Doc?" He said, "All right," and then I left him and Wilson together. I afterwards saw them at breakfast together, sitting side by side. Mr. Wilson and he went away together, and I saw them at tea, on their return to my house the same evening. About nine o'clock they both left the house to go to the depot. Mr. Wilson came back alone.—*Cross-examined.* Mr. Wilson was not in any business. He spent his time mostly in the house. He would often lie abed in the afternoons. He would smoke after dinner and then go and lie down. After breakfast he would usually light his pipe and sit down to read the papers. Towards the last of his being there, he and the other gentlemen took a paper together. We commenced taking it about the time the trial was going on in the insurance case in Baltimore.

*Samuel Reeve.*—I reside in New York; am a jeweller by trade. I knew A. C. Wilson when I boarded with Mrs. Toombes, in Newark. I knew him from five to seven months. I saw him every day during the time I was there, which was from the day after Thanksgiving until the second week in April. He was a stout, broad-shouldered man, round, full chest, very straight back. I should think his height five feet eight to nine inches; weight, from one hundred and eighty to one hundred and ninety pounds; and from thirty-five to forty years of age. He had dark hair, side whiskers, and mustache. His chin was shaved. His eyes were dark. I roomed with him from the first night he came, and as long as I remained. I roomed with him after we moved. He had a valise; all the baggage I ever saw. [The valise heretofore introduced in evidence was where witness saw it.] It was very much like that one; I think that is the valise. I have seen it opened, and I know the partition inside of his valise was broken. He used to drink to excess. I have seen him pretty tight several times. I saw and examined his finger ring several times while he was there. He asked me once or twice how much the ring was worth, and how much he could obtain by pawning it. [Ring



exhibited to and identified by witness.]—*The Court.* How are you able to identify that?—*Answer.* The ring Wilson had, had a stone of the same material and of the same size, and had a beading from the setting, around the finger to the setting. The stone was set in the same manner as this. Usually, the setting, from the stone, flanges—is not square. This one is neither square nor slanting. I have seen an invention of his—the model of a revolving double-ratchet screw-driver. I have had it in my hands and examined it. I have seen him write letters in our room. Sometimes he gave the letters to me to mail for him in New York. I remember the address of A. C. Goss, Baltimore, upon the letters. I do not remember the street and number. I sent for him a package, by Adams Express, from New York to Baltimore. It appeared like a newspaper rolled up in brown paper. It was addressed to A. C. Goss, Baltimore. He asked me to express it from New York. I worked in New York, and went back and forth every day. He had a pair of eye-glasses which he used to wear fastened to a black cord. I never saw him use them to place them on his eyes. [The Goss-Langley picture handed to witness.] The gentleman standing is Wilson.

*Franklin E. Mills.*—I reside in Newark; was acquainted with A. C. Wilson at Mrs. Toombes' boarding-house. I knew him while I was there, which was from about the 15th of February to the 1st of April, 1873. He was a full-chested, broad-shouldered man; dark hair, slightly mixed with gray, side whiskers and mustache. I have mailed letters for him directed to A. C. Goss, Baltimore. I mailed them in New York, at his request.

*James R. Williams.*—I reside in New York city; am a manufacturer of jewelry by occupation. I knew A. C. Wilson in Newark, from the middle of May until the time he went away in June. I saw him leave Newark. He left in the evening of the 25th of June. I saw and examined his ring. [The ring shown to witness.] That is the ring. I recognize it because it is what is called a fine blood-stone, and it is a peculiarly made ring. I never saw any other ring made as this is, and I have been in the business some years. From the shank of the ring to the top of the head it is unusually flat. An American-

made ring is usually higher. The stone is square, and the setting should be square with it. It is not so, however; the corners of the setting are rounded. [The Goss-Langley photograph exhibited to witness.] I recognize the tall person, who in the picture is standing, as A. C. Wilson.—*Cross-examination.* An American-made ring is usually higher; that is to say, this is flat for an American ring. I spoke of this fact when the ring was first shown to me by Wilson. I made the remark that the ring was probably made in America by an Englishman. The stone is not uncommon. The only peculiarity I noticed about the ring is in its manufacture. The reason I took so much notice of that ring is because I was asked to buy it, and consequently I examined it thoroughly. The head of the ring, that is, the stone and setting combined, is low for an American-made ring. The English workmen make the head lower than we do, so that the ring may be worn with a glove. I should judge, as an expert, this ring was made to order, because of its peculiar make, rather than made in the usual ordinary course of manufacture. It is not a good piece of workmanship, nor a fine piece of jewelry.

*Augustus J. Saurine.*—I reside in New York city; am a carriage painter. I knew A. C. Wilson all the time he was at Mrs. Toombes's boarding-house. I boarded there myself and saw him nearly every day. [Witness identifies the photographic picture of the man standing by the side of Langley as A. C. Wilson.] Two or three weeks before he left he borrowed a pair of boots from me to wear while he was having his shoes repaired. I saw his shoes; they were congress gaiters. He had them half-soled, and he showed them to me after they had been repaired. [The shoes heretofore introduced in evidence exhibited to witness.] These shoes look like the same ones, but I would not swear positively they were the same. I have before seen the prisoner at the bar. I saw him in Newark, at the house of Mrs. Toombes one Sunday morning. I heard the bell ring at the door and heard Mr. Toombes call Mr. Wilson. I heard Mr. Wilson open the door and say to Udderzook: "Hallo! Doc," and Udderzook answered: "Hallo! Sandy." I occupied the same room with Wilson at the time. I was in bed, but could see them both. They soon went out

of the room, and I did not see them again until at breakfast.—*Cross-examination.* I occupied the same room with Wilson about two months, the latter part of the time he was there.

*Edwin Sutton.*—I reside in New York city; am a manufacturing jeweller by trade. Have been in the business fifteen years. I knew A. C. Wilson about four months at the house of Mrs. Toombes in Newark. I roomed with him about one month. [Photograph heretofore offered in evidence handed to witness.] The person standing in this picture I recognize as A. C. Wilson. I have seen him have a finger-ring. [Ring handed to witness.] That is the ring which I have seen A. C. Wilson wear. I recognize it by the beading running all the way round the shank, and by the peculiar shape of the head and setting. The stone is an oblong square, while the setting is not square, but rounded at the corners. He showed me the ring to know what it was worth, and I examined it at the time. I have seen him write, but never examined his writing. I once posted a paper for him, mailing it at Station C, New York city. It was addressed to an attorney-at-law, Baltimore, Md. I saw an invention of his. It was a wooden model of a screw-driver, with a revolving handle working with a double ratchet. I have seen the prisoner at the bar. I saw him in Mr. Wilson's room at Mrs. Toombes's house, on the 11th day of May, 1873. Wilson introduced the prisoner to me as Mr. Mullin. He asked me about the trains to New York. I did not see them again until evening. Wilson called the prisoner "Doctor" when he spoke to him.—*Cross-examined.* I should think this ring was made to order, because I never before saw one with a beading all round, and with the setting rounded off at the corners when it should be perfectly square. When Wilson showed me the ring I noticed it had been mended by soldering upon the inside of the shank.

*Mrs. Mullin, recalled.*—*Mr. Hayes:* I propose to show this witness a promissory note dated Cooperstown, September 20th, 1872, signed by Henry Rouple, in favor of witness, for \$75. Look at that paper and say what you have to say of it. Who wrote it?—*Answer.* Mr. A. C. Wilson. I saw him write it. I requested him to write it for me, and he wrote it in my presence.

*Michael O'Donnel.*—I reside in New York city; am a manufacturing jeweler. I knew A. C. Wilson from the first week in January, 1873, until he left Mrs. Toombes's, where we both boarded at the time. At one time I roomed with him. He had a valise with him. To the best of my recollection this valise now shown to me is the same valise Wilson had. [Photograph heretofore introduced handed to witness.] The gentleman standing I recognize as A. C. Wilson. I saw the prisoner at the bar on the 11th day of May, at Mrs. Toombes's boarding house. I first saw him there at breakfast. Mr. Wilson called the prisoner "Doc," and introduced him to me as Mr. Mullin. Wilson wore eye-glasses upon a round, black cord, which was around his neck. I never saw him use the glasses to look through. I have seen him read and write. I once asked him for a button, and he said: "Why don't you get buttons put on like mine?" and he showed me that the buttons upon his pantaloons were riveted on. On the afternoon of the day he went away, I gave him a bone collar-button, or stud. I had had the button some eighteen months before I gave it to him. The button looked as though it had been smoked. It was of a brownish color. When I gave it to him he put it in the collar-band of his shirt, and buttoned his collar with it.—*Question.* Look at this button, and give us your opinion about it.—*Answer.* That is the same button I gave to Wilson, to the best of my recollection.—*Cross-examined.* I gave him the button because I had made myself a gold one, and was putting the gold one in my shirt when he asked me for the bone button, and I gave it to him. He at once put the button or stud into his shirt-collar band. I bought the bone button in New York, at a place where there were many more. It was discolored when I bought it, just the same tinge to it as it has now.

The prosecution offered to show by this witness that Wilson had stated himself interested in an insurance suit which, at first, he was afraid he would lose. If they succeeded, his share was to be \$15,000. Wilson subsequently told witness that the suit had been successful, and endeavored to induce the witness to join him in a scheme to cheat the insurance companies, saying it would be very easy to do so by effecting an insurance upon his, Wilson's, life, and then he would disappear and go to

Europe. The offer was made to show that such a suit was actually progressing in Baltimore. The Court said the transaction was a fact, but this was a declaration of the deceased, and could not be admitted as yet. If a fraudulent combination be proven, then it might be. At present it could not be admitted.

*Benjamin C. Norris*.—I reside in Newark; am a house builder by occupation. I knew a man who called himself A. C. Wilson, who boarded with Mrs. Toombes. [The witness was shown the photograph.] The one standing resembles the gentleman whom I knew as A. C. Wilson. He at one time called my attention to a pair of pants he had; the pants were much worn. They were a light-colored brown pants. The seat of them was darned very much. He darned them with a needle and thread. [A pair of pantaloons handed to witness.] I think these are the pants; it looks like them, at all events. There is the darning; I am able to say they are the same pants. I last saw them in his room. He had his valise lying on the bed—lying open, and he was about taking it up to go away. He had no room in his valise to put them.

*Mrs. Toombes*, recalled.—When Mr. Wilson went away from my house last June, he left a coat and a pair of pantaloons. They were light-colored pantaloons. [Same pantaloons as shown to previous witness were handed to this witness.] I think these are the same ones Mr. Wilson left there. I recognize them by this darning, which I saw him do. I noticed it at the time, and spoke to him about it. His coat was a long, black frock coat. It was an old coat. [Handing witness a black cloth coat.] That is the same coat.

*Augustus J. Saurine*, recalled.—Mr. Wilson left a pair of old pantaloons and an old coat when he went away from Mrs. Toombes's house. They were light-colored pantaloons, with brown spots in them. He offered them to me to work in as overalls. I never used them. I was rooming with him when he went away. [The coat and pantaloons heretofore introduced were shown to witness.] These are the same pants that he gave to me, and this is the very same kind of coat he had. It was left in the room when he went away.

*Louis Engel*, recalled.—I have testified before and stated that



Winfield S. Goss formerly boarded in our family. When Mr. Goss was living at our house he had a pair of light pantaloons, mixed with brown, and a vest of the same color. The pants had a welt on the side. I was with him almost every day, and he wore those pants then. He was boarding with us about four months, and he wore those pants most all of that time. [The pantaloons shown to previous witnesses were shown to this witness.] To the best of my recollection these are the same pantaloons.—*Cross-examination.* When Mr. Goss boarded with us, it was in the summer of 1871. I do not remember the color of the pantaloons which my father or my brother wore that summer.—*Question.* Now, what is your particular reason for remembering the color of Mr. Goss's pantaloons in that summer, when you do not remember the color of your father's or your brother's?—*Answer.* Because his wife wanted me, at one time, to help her wash these pantaloons; and she washed them, and I helped her do it. I never washed my father's, my brother's, nor my own pantaloons. I noticed the welt on the side then.

*Mr. Lützenberg, recalled.*—I have said that Mr. Wilson boarded with me a week or ten days at my place in Athensville. When he went away he left a coat there. It was a dark frock-coat; it was long-waisted, with short skirts. [A coat handed to witness.] I believe this to be the coat he left at my place.

*Mr. Sutton, recalled.*—Mr. Wilson had a pair of light-colored pantaloons when he boarded at Mrs. Toombes's house, and when I roomed with him. I noticed they were darned considerably in the seat, and that they were rather short for him when he wore them.

*John W. Butler.*—I reside in Baltimore; am a manufacturer of wood-work. I knew Winfield S. Goss several years; was well acquainted with him. He showed me a screw-driver with a ratchet attachment. It was some time ago. According to my recollection it was of wood. It was so made you could keep firm hold of the handle in using it, as the driver would catch on the ratchet. It was between 1869 and 1871 that he showed it to me. I have corresponded with Winfield S. Goss, receiving letters from him, and answering them. We corre-

sponded through two or three years. I used to know his handwriting quite well. I think I would know it now.—*Cross-examined.* I have none of his letters now; I destroyed them years ago. [Witness was closely examined by Mr. McVeagh as to his competency to testify upon the handwriting of W. S. Goss, and on completing his examination Mr. McVeagh remarked, "I think he is competent to testify on this subject."]—*Re-direct.* A letter addressed to Dr. Steele was declared by the witness to be the handwriting of W. S. Goss; another letter, without address or date, signed W. S. Goss, was also declared the same handwriting. A letter signed A. C. Wilson, written to S. R. Downs, dated Newark, June 19th, 1873, was declared by the witness to be the same handwriting. In reference to the letter, the witness said it was a little difficult to keep out of mind the other letters before him, which are signed by Goss, but in looking at the character of the handwriting signed A. C. Wilson, and trying to carry in his mind the character of the handwriting of Goss, he recognized it as Goss's handwriting. It was his judgment that Goss wrote it. A letter was shown witness, dated New York, January 3d, 1872, signed A. C. Wilson, written to David R. Mullin, Cooperstown, Pa., in examining which the witness said that in his judgment it was the handwriting of W. S. Goss. The signatures of A. C. Wilson to sundry papers heretofore introduced in evidence were shown to witness, who said he could only speak of them by comparison. They appeared to be Goss's handwriting. Of the signature in the register of the Central Hotel, at Philadelphia, under date of Friday, June 21st, 1872, the witness said he should take that to be written by Goss.

The jury were withdrawn at this point of the case, and a discussion ensued, before the Court alone, as follows:

*Mr. Hayes*, the Commonwealth's Attorney, said that they proposed to show that W. S. Goss, *alias* A. C. Wilson, within about a year prior to the burning of a house on the York Road, in Baltimore, Md., February 2d, 1872, procured sundry insurances upon his life, to the extent of \$25,000. At the time this fire took place, William E. Udderzook and others alleged that Goss was burned to death, and the prisoner at the bar made an affidavit to that fact and presented it to the insurance compa-

nies for the purpose of procuring the sum insured for Mrs. Eliza W. Goss, in whose benefit the insurances were written. The prosecuting counsel further proposed to show the institution of suits against the several insurance companies; the appearance of the prisoner as chief witness in behalf of Mrs. Goss; the result of the test suit; the motion for a new trial, setting forth that the insurance companies would show, if time were given them, that W. S. Goss was still living; and that it was while this motion was pending before the Court, the prisoner persuaded A. C. Wilson, *alias* W. S. Goss, to meet him in Philadelphia, at the William Penn Hotel, and took him thence to Jennerville, and thence to a point at or near Baer's Woods, for the purpose of murdering him, and there murdered him.

*Mr. McVeagh*, the prisoner's counsel, argued strongly against the admissibility of such evidence. The prisoner was not on trial for a conspiracy to defraud insurance companies. The offer of the Commonwealth's Attorney was an effort, in part at least, to introduce the acts and declarations of an alleged co-conspirator as against his alleged murderer on a trial for his life. If the prisoner was now upon trial for conspiracy with W. S. Goss to defraud these insurance companies, and previous evidence had been introduced as to concert of action between them, the acts and declarations and conduct, in every respect, of Goss, bearing possibly upon the conspiracy, might, under the latitude that prevails in reference to this matter, be admitted. But when the conspiracy is ended, when the relations have changed, and the relations of hostility commenced, and the hostilities alleged to have been carried to the point of murder, and the prisoner is upon trial for his life, charged with having murdered a co-conspirator, then, the counsel argued, the saving efficacy of another rule can be invoked in the prisoner's favor,—that only such acts as are immediately and directly concerned with him are to be given in evidence against him.

*The Court.*—The Court does not fail to understand the importance of this offer, to the prisoner as well as to the Commonwealth. It may be that some parts of the offer are not evidence. The main features of the offer, however, are evi-

dence that we must hear. It is the right of the prisoner to have the benefit of every reasonable doubt, as well in regard to law as to facts, and nothing will be admitted or has been admitted to the Commonwealth, in respect to which the Court has entertained a doubt; and nothing will be excluded that may be offered by the defendant in reference to which the Court may have a doubt. The main features of the evidence offered bear upon two branches of the cause. First, the identity of the man who was known as A. C. Wilson with Goss. Second, the motive which may have actuated the prisoner. There is evidence for the consideration of the jury, that this man, known in New Jersey as Wilson, was Goss. But Goss belongs in Baltimore. Now, it is proper that the Commonwealth should show—indeed, it is necessary that it show—why it is that this man is there living as he lived, and known by another name. It is very important. If they fail to show it, the argument will be, no motive shown for change of name; no motive for this man residing in New Jersey who belonged in Baltimore. There is evidence for the consideration of the jury, that this man was seen in New Jersey subsequently to the fire, and subsequently to the commencement of the suits against the life-insurance companies. If the jury believe that evidence, and find that this man Wilson was Goss, it would be for them to reach a conclusion, which would to them seem to follow, that Goss had entered into a corrupt scheme to obtain money from the insurance companies, and thus the motive is at once shown why he should disappear from Baltimore, and why he should change his name and hide from the world as Goss. Thus it is seen that in that respect the testimony must be heard. What he *said*, thus far we have not heard, and do not propose to hear. The fact that he was insured, the fact that that there was a fire, and that Goss is alleged to be dead, may be shown. Then there is another aspect in which the testimony must be heard. As it is shown in evidence, this man, after the fire, appeared in New Jersey under an assumed name. Now, it is proposed to show that the prisoner at the bar, under this condition of circumstances, made affidavit that he was dead, which affidavit was the basis of the suits against the insurance companies, that he appeared as the main witness

in those suits, testifying that he was dead. Now, if the jury finds that Goss, at that time, was living in New Jersey under an assumed name, then it would seem to result that the prisoner was also in the scheme and perpetrated a fraud against the insurance companies. The conclusion would seem to be legitimate that he was to have a portion of the fruits. To keep Goss concealed from the world was necessary not only for the success of this fraud, but also to secure the prisoner against consequences which might follow discovery and exposure. Thus a motive may be found for concealing him in the most effectual way, by taking his life when, peradventure, it was discovered that a concealment without it could no longer be successful. It is in these aspects of the case that the Court thinks the offer is proper, and the testimony must be heard. The Court will note an exception to the whole offer and to every part of it, and will overrule it at present only in respect to a part.

The jury were then recalled. Evidence was now introduced giving the history of the insurance written upon the life of Goss, and of the facts relating to the fire upon the York Road, together with the medical testimony as to the examination of the charred remains found in the ruins. It was substantially the same as that given at the insurance trial, and it is therefore unnecessary to reiterate it here. A few additional facts, which furnished cumulative or corroborative evidence, appeared in this testimony. Louis Engel testified that Goss sometimes called Udderzook "Doctor," when addressing him. Engel also described the double ratchet screw-driver model, which Goss had frequently exhibited as being his own invention. One new and important fact appeared in the evidence of *Thomas D. Loudenslager*, who testified as follows:—I reside in Baltimore. I am acquainted with the prisoner at the bar. For about three years and a half we worked together at the same shop, in the employ of Joseph Thomas & Son, on Clay Street, Baltimore. He first worked for them about eighteen months, then left for a while, and then came back again and worked about eighteen months longer, when he was discharged. The time he was discharged was about two months after the fire on the York Road. On the day of the fire a



box came to our place and was unloaded and set on the pavement. That was in the forenoon, and after dinner it was taken away by Udderzook and W. S. Goss, in an express wagon. At the time it arrived I was in the second story of the factory, looking out the doorway, and was quite near them. The box was four or five feet or more in length, and about fifteen inches wide and high. It was closed up all round. Udderzook came up to where I was, after helping to unload the box, while it was still there on the pavement. Three other workmen and myself were standing together. One of them asked him what was in the box, and he said it contained machinery for their laboratory on the York Road.—*Cross-examination.* The box was taken away in an express wagon soon after one o'clock that same afternoon. It was brought there in an express wagon between ten and twelve in the forenoon. It was placed on the street pavement. It came there and was taken away the same day of the fire on the York Road. The fire occurred that night, and I heard of it the next morning. I have always lived in Baltimore. I first made known the facts about this box, soon after the discovery of this murder. I knew of the insurance suits, and of the contest being over the remains found there on the York Road. I did not give information at the time about this box, because I did not want to be subpoenaed.—*To the Court.* Udderzook was working in our establishment at the time of the fire. He worked there in the morning of the day when the box came, but not in the afternoon.

*William B. Crockett.*—I reside in Newark, New Jersey; am a merchant dealing in gentlemen's furnishing goods. I knew a man who boarded in Mulberry Street, who was known to me by the name of A. C. Wilson. He called at my store two or three times. He was a man of near six feet, probably shorter, not taller; he had side whiskers; was a well-built man; neck about sixteen inches. [The photograph heretofore introduced in evidence was handed to witness.] I recognize the man standing as the man to whom I sold goods in my store in Newark. I sold him a shirt, some socks, and a box of collars. I have never seen the shirt since, nor the stockings, nor the collars. No one has since described them to me, nor have I

ever heard or read any description of either of them. We have a system, in our store, of marking shirts. It is a system that does not exist anywhere else to my knowledge. I have with me a box of shirts marked in the way which is peculiar to our store. We have used this mark about five years. The manner of our marking is this: We start with the number 35, which is our lowest number, and adjoining the number is the letter "E." Next to the letter is the size of the neck band, then comes the length of the sleeve. We have different grades. That is our lowest grade. The next grade is "45. E.," neck and sleeve as before. The next is "48. E.," neck and sleeve; next, "5. 45. E.," neck and sleeve; then, "58. E.," "67. E.," "6. 25. E.," and lastly, "6. M. E.," On some of our shirts is a star at the end of the lettering which denotes the extra size of the yoke. The "E." upon the shirts I have described means open back with eyelets in the bosom. Without the "E." they are open fronts, with buttons. The number denotes the quality. The marks are placed on the front of the shirt, on its skirt, and will not easily wash out. Another peculiarity of our shirts is the shape of the tab at the bottom of the bosom, placed there to hold the bosom down. The stamping is done with type. I do not recollect the quality of shirt I sold to A. C. Wilson. It was in June last but I cannot say what day. [The shirt found in the grave, in Baer's Woods, and heretofore introduced in evidence, was handed to witness, with a request that he should examine it carefully.] That is our shirt. The tab is the same, and marked "5. 45. E., 16. 34." I speak with confidence. The size of the neck is sixteen inches, and the length of sleeve thirty-four inches.

*William S. Hines.*—I reside in Baltimore; am a merchant tailor; was acquainted with W. S. Goss, having known him about sixteen years. I have done work for him, and now have his measure. My last measure for him is for a black frock coat. It was taken July 27, 1866, and is entered upon my book as follows: Length of waist, nineteen inches; whole length of coat, forty inches; half width of back, seven and three-fourths inches; at the elbow, twenty inches; whole length of sleeve, thirty-two inches; breast measure, thirty-six and one-half inches; waist, thirty-four inches. [The coat identified by

Mrs. Toombes of Newark was handed to witness.] This coat has very much the appearance of my make of coat at that date. It is an old-fashioned coat now. The sleeve-linings and inside work still retain the marks of my manufacture. The measurements compare exactly with the measure I took of W. S. Goss. My custom is to write the name of the person for whom the coat is made, or his initials, upon the inside of the loops by which the coat is hung up. There is a name, or letters written upon this, but it has become so indistinct as to be scarcely discernible.—*The Court.* Suppose you try a magnifying-glass upon it. *Witness.* [After examining with a magnifying-glass.] I see what appears to be "W. S."—but the remainder of the writing I cannot make out.

*Robert H. Hodgson.*—I reside in New London, Chester County; am acquainted with Mr. Udderzook, the prisoner at the bar. I saw him on the 28th day of June last, late in the afternoon, in the city of Wilmington, Delaware. He took a seat by my side in the cars, and rode with me from Wilmington to Philadelphia. We left the cars together, separated at the depot, and I have not seen him since until I saw him here. We conversed much of the time while in the cars. He told me he was going to New York. He told me he had come from Baltimore. It was on the last Saturday in June, the 28th.

*Josiah Jacobs.*—I reside in Philadelphia; am clerk and bartender in the William Penn Hotel. I recognize the prisoner at the bar as a man whom I saw on the 28th day of June last. He came to the hotel and asked for A. C. Wilson, who was then in his room, and I showed the prisoner to Wilson's room. I knocked at the door and told Wilson a friend was there to see him. The prisoner was at once admitted to the room. I saw him again at breakfast the next morning. He brought no baggage with him, and he and Wilson both went away immediately after breakfast. Wilson arrived at the hotel on the 26th of June, before dinner. He brought no baggage at first, but that afternoon he brought to the hotel a leather valise. He registered his name in my presence. [The register of the William Penn Hotel, under date of June 26, 1873, was handed to witness, who identified the name of A. C. Wilson as the name he saw registered.] Mr. Udderzook did not register.

Wilson remained in his room much of the time while at the hotel.

*Francis M. Pyle.*—I am a farmer by occupation and reside in West Grove, Chester County, Pennsylvania. I saw the prisoner at the bar on Monday, the 30th of June last, in the forenoon. I was at the time putting hay into my barn, when I heard footsteps on the barn floor, and upon looking I saw two men, one of whom I recognized as William Udderzook. The other man was a stranger to me. I went up and spoke to them, and they answered me. Udderzook spoke as though he did not know me, at least I thought so. I have known his mother and his two brothers since about 1854, and I at once recognized him. I asked them if they were strangers in the neighborhood. Udderzook replied they were, and that they had come from the city for a little recreation, and to go fishing along the creek. I went to my house and left them at the barn. I was absent at my house about half an hour, and then on coming out I met Udderzook, who asked me if he could get a pie at my house. I referred him to the women, and told him they were pretty busy, as it was washing-day. He went into the house and I went to my barn. Soon afterwards I saw Udderzook with my little boy, going towards the stranger whom I had first seen with Udderzook. The stranger was standing near the fence by my orchard, about one hundred yards distant from where I then was. Udderzook was carrying a plate, and the little boy had a pitcher. The gong rang for dinner and I went into the house. I recollect that Udderzook wore a straw hat, and was dressed in blue coat and pantaloons. I noticed that he had boots on, and had turned up the bottoms of his pantaloons, as it had rained that day. The stranger was a large-sized man; dark hair, side whiskers and mustache. His eyes were dark. He would weigh, I suppose, one hundred and seventy to one hundred and eighty pounds. He wore light-colored pantaloons. He had on no coat when I saw him. When he was sitting down I noticed that he wore gaiters, but I did not observe them more than simply to remember the fact that he had on gaiters such as gentlemen sometimes wear. When he spoke I noticed he showed his teeth, and that they appeared to be good. He wore a dark cap.

I think he had no collar on. I noticed that he wore a ring upon one finger, but I could not describe it. [Photograph heretofore introduced in evidence shown to witness.] The man standing looks like the stranger whom I saw with Udderzook. I reside one-quarter of a mile northwest of West Grove, on the road leading from West Grove to Jennerville, and about two miles from Jennerville. Baer's Woods is about ten miles distant from my place.—*Cross-examined.* I fix the day and date, because it was on the day I commenced mowing. There were two or three showers that day. They came into the barn for shelter from the rain. I have been acquainted with the Udderzook family ever since 1854, but I had not seen William for some seven or eight years or more. I made up my mind that it was he, and when I went into my house I told my wife there were a couple of strangers in the barn, and that I believed one of them was Jane Udderzook's son William. I did not talk much with them. They did not seem to want to talk much. I tried to enter into conversation with them, but they did not wish to talk. The stranger mentioned having been to my cherry-tree, and Udderzook said they had stepped into the barn out of the rain. I did not make myself known to Udderzook, nor ask him if he was William Udderzook. I was certain it was he. The stranger was a man of striking appearance, and I would have recognized him the next day amongst a hundred, from his general appearance.

*Elmer Pyle.*—A bright, intelligent-looking boy of ten years, was called, and examined by the Court, and then qualified as a witness. I am a son of Mr. Francis M. Pyle. I have seen the prisoner before. It looks like him. It was some time last June, on Monday, I think. I was on my father's farm. I first saw him coming up the road, and next saw him under the cherry-tree, by the road-side. I again saw him at the upper end of our orchard. There was a man with him. I was with them a good bit. The first time I heard them talk much to each other was about the eye-glasses. They were then at the cherry-tree. I was there too. I went down there to them. The one who had the cap on, not the prisoner, wanted to look for cherries. Then he asked this man here (Udderzook) if he had seen anything of his eye-glasses, and they looked around



on the ground for them. After this he found them behind his back. They were fastened to a black string, and were hanging down behind his back. I saw them there. He then commenced to look for cherries and then he said: "Doctor, you had better go up to the shed, out of the rain." The doctor called the other man "Comrade." Then I went away. I saw them afterwards at the upper part of the orchard. I went to the house, and father was going to the barn and met the doctor coming towards the house. The doctor asked if he could have something for himself and comrade to eat. Father told him to inquire at the house, and I went with him to the house. He asked mother for something to eat, and she told him to go round to the front porch, and he did so. She got him something to eat, and asked him if he wanted some water, and he said "Yes." So I went for a pitcher and tumbler, and then he went up to where the other man was under the tree. They commenced to eat then, both of them. They asked me to take back the dishes, and I did so. They then went down the lane, and up the road towards Jennerville. That is the last I saw of them.—*Question.* Do you recollect, so that you can give any description of these men?—*Answer.* The comrade had on a cap, and I saw some kind of a button up here on his shirt (at the neck). I saw he had some kind of gaiter shoes on. I noticed the gum and the straps to pull them on with. The doctor had a straw hat on.

*Elizabeth J. Pyle.*—I am the wife of Francis M. Pyle, of West Grove. I saw the prisoner at the bar, with another man, in our orchard on the forenoon of Monday, the 30th day of last June. Mr. Udderzook afterwards came to the house and asked me if he could have something to eat for himself and comrade. I told him that he could. He said they had come out on a day's excursion. He wore a suit of dark blue, a high crown straw hat with the rim turned up. He had on a white collar and a long blue necktie, the ends hanging down upon the bosom, but not far enough to hide his shirt studs.—*Cross-examination.* I know it was on Monday because it was wash-day, and I had been to church the day before. I have a distinct recollection of that. I am certain Udderzook had on a suit of dark blue clothes and a blue necktie. He had

three small shirt studs. They looked like a clear white stone in a gold setting. They were small and pretty. I was standing very close to him and observed his appearance. I remember this positively. No one has since spoken to me of this, or how he was dressed. My husband that day told me who Udderzook was.

*David R. Mullin*, recalled.—I have said that I reside in Cooperstown, and that A. C. Wilson once boarded with me. [A piece of wood, with ratchet end, handed to witness.] This is part of a screw-driver model that Wilson made while he was at my house. It is of pine wood and cut out with his knife. This and one other piece of the screw-driver was taken out from the model when he had completed it, and Abram Good, who is a mechanic, made some smoother pieces, which were put into the screw-driver in the place of these. Wilson took the model away with him, but these two pieces he placed upon my porch and left them there when he went away. I saw him at work upon it, and saw him put it together when completed.

*John J. Chambers*.—I reside in West Grove, Pennsylvania, and am agent for the Baltimore Central Railroad Company. A person called at my office, on or about the 30th of June last, and asked me the road to Jennerville. It was immediately after the 9.30 morning train had arrived from Philadelphia. A valise was left there, and it remained several days.

*Samuel C. Jefferis*.—I reside in Lancaster City, having moved there on the 17th of last month. Prior to that time I lived at Jennerville, where I kept a hotel. The prisoner at the bar came to my house in Jennerville, accompanied by another man, arriving at about nine o'clock in the evening of the 30th of June last. He asked for supper; I told him it was too late, but I gave them a lunch. I told him we were about to retire, and if they wished to remain all night, I would then show them to their rooms; that they could stay if they wished. Udderzook paid for the lunch, and said he would consult with his friend and tell me in a moment whether they would remain or not. He soon came back and said they would stay. I showed them up to a room fronting the south, in the second story. A drover by the name of Harvey Townley occupied the

adjoining room. The next morning I saw Mr. Udderzook when he came down-stairs. I asked him if his friend was not coming down to breakfast, or if he was ready for breakfast. He told me his friend was indisposed and would not come down. At breakfast Mr. Townley, Mr. Udderzook, and myself were the only persons at the table. After breakfast, Mr. Udderzook carried his friend's breakfast up to him in his room. He inquired about a team, and I referred him to Mr. Edwin Patchell as having a horse and buggy which he could probably get. He told me, as I left him then, that he would be back for his friend by dinner-time. I did not see him go away. He returned about six o'clock in the afternoon. This was the evening of the 1st day of July. He had a horse and buggy with him—falling top wagon. It was a bay horse. I noticed a lap blanket folded and lying on the seat. He watered his horse and held some conversation with his friend, the man who was at my house. This man was on the porch. They went to one side and held some conversation, which I did not hear or pay any attention to. As they separated, I heard Udderzook say to him that he was going to see his mother. He said he would be back in half an hour, and he then drove down the road in the direction of his mother's. He returned in about half an hour afterwards. I saw the man who came with him, at about two o'clock that afternoon for the first time that day. I had been away from home and returned at about two o'clock. The evening before when they arrived I handed them their lunch and they ate it while sitting on the porch. I did not observe the man particularly that evening. When I came home at about two o'clock, I went into the dining-room, which was darkened, and saw a man lying on the lounge. The window-shutters were closed. About four o'clock I was passing the front of the house, this man was on the porch and called me to him. We had some conversation there for about half an hour. We were at the table together at supper. Harvey Townley and my son George were at the table with us. I saw more or less of him from four o'clock until he left with Mr. Udderzook. It was in the neighborhood of seven o'clock when he left in the carriage with Mr. Udderzook. When they drove off they went in the direction of Cochransville. Mr.

Udderzook was dressed in a suit of dark clothes and a straw hat. The other man was about five feet eight or nine inches, with dark hair and dark mustache. He was rather a fine-looking man, stood erect, and I would suppose him to be in the neighborhood of forty years of age. My judgment would be that he would weigh about one hundred and seventy-five or one hundred and eighty pounds. They came on Monday and went away on Tuesday evening. [Photograph handed to witness.] The man standing in this picture resembles the man who was with Udderzook.

*Mrs. Margaret Jefferis.*—I am the wife of Samuel C. Jefferis, the preceding witness. I saw the prisoner at the bar, in Jennerville, on the 30th day of June last, at the time when he asked my husband for supper. I saw Mr. Udderzook at the breakfast-table the next morning, and waited on him there. He told me he would take the other man's breakfast up to him in his room, and I prepared and gave it to Mr. Udderzook, who went out of the dining-room with it. I did not see him again that day. Mr. Udderzook and the other man occupied the same room. There was only one bed in the room. Between nine and ten o'clock in the forenoon, I saw the man who had come with Udderzook standing on our front porch, fanning himself. It was a warm day. I held some conversation with him and inquired particularly as to his health. I informed him that we would close the dining-room shutters and he could lie on our lounge there. The next I saw of him he was lying on the lounge in the dining-room. I had some five or ten minutes' conversation with him in the dining-room. He soon afterwards came and rapped on the kitchen door, and I opened it and I talked with him a little while. I next saw him as I was going to the cupboard in the dining-room. That was after eleven o'clock. He was lying down as I went into the dining-room. He jumped up straight and said he would pay any price for some liquor.

*Mr. McVeagh.*—One moment!—*The Court.* He jumped up straight and said something?—*Witness.* He did.—*The Court.* We will not hear what he said.—*Witness.* He then ordered his dinner, and I prepared it for him. It was then about twelve o'clock. He ate his dinner alone. He ate quite heartily. I

again saw him lying on the lounge, apparently asleep, at about two o'clock in the afternoon. I afterwards saw him sitting on our porch at about tea-time. I did not see him afterwards. He was a stout-built man, nice appearing, but rather soiled. He had a full face, dark side whiskers and mustache. His chin looked dark, as though it needed shaving. His hair was dark. I don't know whether black or brown. In appearance, I thought he was the straightest man I ever saw. He was full-chested. He wore no vest and no collar. As he lay upon the lounge I noticed that he wore shoes: cannot say what kind of shoes. I noticed his white stockings between his pants and shoes. I think I would recognize the man if I should see him again. [Photograph handed to witness.] The one standing in this picture resembles the man. I never saw this picture before. Mr. Udderzook was dressed in a suit of dark clothes.

*Harvey Townley.*—I reside in Crawford County, Pennsylvania; am a drover and farmer. I saw the prisoner on the evening of the 30th of June last, at Mr. Jefferis's Hotel in Jenner-ville. I was lying on the dining-room lounge when Mr. Jefferis came in with two gentlemen, and lighting a candle said—"You two gentlemen wish to room together?" The prisoner here, replied that they did. Mr. Jefferis showed them upstairs, and soon afterwards, I retired to my own room, which proved to be adjoining theirs. It may have been twenty minutes after they had gone upstairs that I went to my room. I could hear them talking in their room and could hear that they had not yet retired. I went to bed immediately and went to sleep. About midnight I was awakened by a noise in their room. I did not know what the noise was, unless some one was up and stirring about in there. I got up and lighted my candle, looked at my watch, and saw that it was a little after twelve o'clock. I then put out the light and went back to bed. They were talking in a low tone of voice, and I could not understand what was said. I then went to sleep and slept until morning. I saw the prisoner at breakfast the next morning. He said his friend was unwell during the night, and that he had had a great deal of trouble with him for a couple of nights. After breakfast I went out and sat in the porch. Soon after, this gentleman (the prisoner) came out and sat down at the right of me, on the same bench. Mr. Jefferis came and sat down there with us. Mr. Udderzook



asked Jefferis if he had a team that he could have to go to Penningtonville, and Jefferis told him he could not let him have his horse, as he was going away himself with it. Just then Mr. Wallace came across the street, and up to the porch, and said to Udderzook, "If William Udderzook was in this country, I should say you were he." Mr. Udderzook said that was his name. Mr. Wallace then came and sat down in the porch and I went away. In the evening, after supper, as I was going over to the store, I heard a wagon rattle past, and looking I saw Mr. Udderzook driving up towards the hotel. As I came back from the store I saw Udderzook and the man who was with him at the hotel get into the wagon and drive off towards the north. I had known Udderzook's mother and sister for a good many years, and when I learned who he was, I observed him particularly. He was dressed in a suit of navy-blue cloth, and he wore a straw hat. I saw the man who was with him, at the supper-table that day. He was a good-looking man, pretty square shoulders, erect, dark hair, side whiskers and mustache. [The photograph handed to witness.] The one standing resembles the man whom I saw with Udderzook.

*George C. Jefferis.*—I am a son of Samuel C. Jefferis. I saw the prisoner at the bar on the 1st day of July last, in his room at the hotel in Jennerville. I was sent up to call him to breakfast, and I knocked on his door, when he opened it and I then saw him. I again saw him after he came down. I saw the man who was there with him. I first saw this man at about three o'clock that afternoon, and I again saw him at the supper-table, and ate supper with him. He was a stout man, with broad shoulders, throwing his shoulders well back, high forehead, mustache and side whiskers. [Witness identified the picture of the man standing, in the photograph heretofore introduced in evidence.]

*John A. Wallace.*—I reside in Jennerville. I know the prisoner at the bar, have known him fifteen years or more. I saw him in Jennerville on the morning of the first day of July last. As I walked up to the tavern porch, I saw a man sitting there; and as I came up to him I said, "This is Billy Udderzook, from Baltimore, if I am not mistaken." He raised his head and spoke in a low tone of voice, so that I did not hear

his reply to me. That is the same man [pointing to the prisoner]. Mr. Townley and Mr. Jeffers were on the porch at the time.

*Charles Watson.*—I lived in the house of Mrs. Jane Udderzook, the mother of William E. Udderzook. I know the prisoner. I saw him on the evening of the 1st of July, as I was going to my work-shop. My business is that of wagon-making. It was about six o'clock in the evening when I saw him. He was driving a bay horse harnessed to a top buggy, and there was a loose horse, a bay mare that belonged to Edwin Patchell, walking ahead of him. The mare had a saddle and bridle on. I was going into the gate of my house at the time. I noticed he had a summer lap blanket spread over his knees as he was driving. I saw a stranger on the porch of the hotel that day. I saw him as I went back and forth from my shop and noticed him particularly. He was rather a large-sized man, heavy set, and when he stood erect he was so straight he apparently leaned backwards, throwing his shoulders well back. He had black hair, black side whiskers and mustache. [The photograph heretofore introduced in evidence handed to witness.] The person standing looks like the man I saw.

*Edwin Patchell.*—I reside in Jennerville. I know the prisoner at the bar. He came to my place in the morning on the 1st day of July last, to hire a horse. My place is about fifty feet from the hotel. I looked at him as he came up to my place, and I knew him. I said, "Hallo, Billy, you are a stranger in this country." He replied, "I was sent from the hotel to hire a horse from you to go to Penningtonville, or this side of there, to Samuel Rhoades's place." He said he would give me \$2 for the horse to go there. I told him he could have it. Then he asked for a carriage. I told him I had none. He said he had a friend at the hotel that he wanted to take to see Samuel Rhoades. Then he asked for saddle and bridle, and I loaned him my mare. He returned my mare about five o'clock that afternoon, and had a horse and buggy with him. I knew the horse. It belonged to Albert Baldwin, who lives in Penningtonville. And half an hour later I saw him driving up the road past my place, going towards Cochranville.

*Annie Rhoades.*—I am wife of Samuel Rhoades and sister of William E. Udderzook, the prisoner at the bar. I reside about

a quarter of a mile south of Penningtonville, on the turnpike road. My house is near the road, and the barn a little distance from the house. My brother, William E. Udderzook, came to see me on the 1st day of July last, at about noon. [Here the witness was completely overcome with emotion, and for several moments was deeply affected. Udderzook's mother, who was sitting immediately behind the witness, buried her face in her handkerchief and wept bitterly. Udderzook bowed his head for a moment, but quickly recovered his calmness. When the witness had become more composed, the examination proceeded.] He (Udderzook) asked if Mr. Rhoades was at home. I told him he was at Mr. Zachariah Baldwin's, about a mile distant from our house. He said he had come to see Mr. Rhoades. I told him we would first have dinner and then go over to Mr. Baldwin's. He came there on horseback and he put up the horse in our stable. He took dinner with me and then we started over to see Mr. Rhoades. We conversed by the way. He said he had been to Philadelphia. He said he had not seen my mother or my sister. We found Mr. Rhoades out in the hay-field at Mr. Baldwin's. He was out towards the middle of the field. We went through a piece of woods to get to the field, and when we came in sight, he told me to stay there in the shade while he went and brought Mr. Rhoades up to where we were. He went to Mr. Rhoades and then I followed after him, and then we all came up to the shade. They walked along together and were talking, and I walked a little way distant from them. They appeared to be talking quietly, as if they did not want me to hear. I did not hear any of their conversation. They were talking some twenty minutes or more. Then Mr. Rhoades went back to the field and he (Udderzook) and I came away and walked on to Penningtonville. He said he was going to Penningtonville for a horse and carriage. I went to a store and he went to a livery stable. He came round and called at the store for me, with a bay horse and top buggy. I got in and he drove over to my house. I noticed a lap blanket in the buggy. I wanted him to stay to supper, but he did not. He took his other horse from the stable and tied him to the horse harnessed to the buggy. He tied him with a strap to the bridle. It was a hitching-strap which he took from our stable for the purpose. Then he got

into the buggy. I asked him if he would come back in the morning. He said, "No, this evening." He told me he had a friend with him at Jennerville, who was in delicate health, and he thought a few days in the country would do him good. Then he asked me if it would inconvenience us to have his friend at our house. I told him it would not. He started and drove a short distance, and then stopped and changed the saddle horse, tying it behind the buggy. I went up to him and said the horse would not lead that way, and advised him to turn it loose, and he did so. I did not see him again until I saw him here in the court-room. I waited that evening and heard several carriages. He did not fix any time when he would come back. Mr. Rhoades and I waited up till half-past eleven, at which time we heard a carriage drive past the house. By the sound it was going rapidly.

*Samuel W. Rhoades.*—I am the husband of Mrs. Rhoades, who has just testified. On the 1st day of July last, between one and two o'clock in the afternoon, Mr. Udderzook came with my wife to a hay-field where I was then at work. I was probably about fifty yards from the edge of the woods. He (Udderzook) came to where I was, and after he had said something about its being very warm, he said he had written me a letter. As soon as I saw him I thought of that letter which he had written me. It was a suspicious letter—one that surprised me when I received it. I said to him I had written him in reply to know what he meant and had received no answer from him. He said: "No, I could not write any more, it had to be by word of mouth. However," he says, "it is just as good now, and better, if anything; it is a sure thing for a thousand dollars apiece for us." Then he said it was warm, and we walked up to the shade. I asked him what it was. He says: "Well, have you got a horse?" I said, "Yes." He asked, "Have you a wagon that will hold three persons?" I said I could get one, and asked him when we would get the money. He said we would get five hundred apiece right away, and there was more money we would get afterwards; he would guarantee me a thousand dollars. I asked where we would get it. He said "Right here in Jennerville; I have towed it right here to Jennerville." He said it was a man who had been drinking, and who was spending his money for no good. He said he had had

the "poker" about three times since he had been with him; that the man had about a thousand dollars with him, of that he was pretty certain. He wanted me to harness my horse and go with him at once to Jennerville, and get this man and take him to the woods and give him a little laudanum and get him to sleep, and then take his money. I said to him that I could not do that. I told him, if he commenced that he would ruin himself and his whole family. He said there was not a bit of danger; he had had this man in New York or Newark, I cannot say certain which, and in Philadelphia, "and," he says, "I would not go to all that trouble unless I knew what I was doing." I told him that nobody knew what they were doing when they commenced that kind of business; that he would have to give up the idea. He said: "I will not go home till I get it." He said that he would do all the stealing. He spoke as though he wanted me to hide the money. He said that he had been to a great deal of trouble and expense, and that he would do it himself and bury the money. I told him not to do so. I said to him, "I must go to my work," and asked him to stay a day or two and I would talk with him in the evening, and again in the morning. He said the man would not stay in Jennerville by himself. If he (Udderzook) stayed, he would have to bring the man to my place. He asked if he might do so, and I said yes. He then asked me for a horse and buggy to bring him with. I told him I could not give him my horse, as it was at Napoleon Warner's. I told him there was a livery stable in Penningtonville where I thought he could get a team. He said the man was very sick and he thought he would die last night, or the other night. He said that he had been up with him dosing him with whiskey. He said that he believed the man would die, and asked: "How would it be with you and Annie,"—that is my wife—"if he should happen to die at your house? Would you allow me to put him away and say nothing about it?" "No," I said, "if a stranger was to die at my place, there would have to be a coroner's inquest held." He said there was nobody to look after this man; that he had been lost for a long time and everybody thought he was dead. He had no friends to look after him, or who cared for him. I said to him, it made no difference. If a stranger should die there, there would have to be an



inquest. He dropped his head down, and his cheek appeared to be getting red. He said it might lead to some suspicion. I told him I could not help that, I could not have anything of that kind. He said, "Well, what then?" I told him I could say nothing more until I saw the man. He left me then, going in the direction of Penningtonville. I did not see him again until I saw him here. I own a leather hitching-strap, which I found at Mr. Baldwin's livery stable a few days after Udderzook had taken it from my stable. [A leather strap handed to and identified by witness as his hitching-strap.] I know William E. Udderzook's handwriting. [Letter handed to witness, dated on the envelope, December 16th, and post-marked Baltimore. No date to the letter itself.] I received that letter between the 16th and 20th of December, 1872. It is the letter I spoke of in my testimony.

The following is the letter referred to:

FRIEND SAM:—I have, something of much interest that I wish to communicate to you. *it must be done by word of mouth, please don't let any one know of our communications but as soon as you read this. mount your horse and come to Oxford take the morning train to Baltimore when you arrive in Baltimore inquire for Mr. Duker & Brother planing & saw mill. This mill is right a cross the street from where you get out of the cars. I am employed in said mill and am there every day. you will arrive at one O'clock you MUST take the next train for Oxford which is at half past two that will give us one hour and a half which will be sufficient, for us to arrange one of the finest planes that you have heard of. there is a cool, one thousand dollars in it and there is nothing to prevent us from getting it this is without a doubt. do not buy your ticket at Oxford but pay for your fair on the cars. do not let a sole know where you go. I cannot explane further till I see you. do not fail to come drop every thing at once. you can make the trip in a few hours. I have no person else in confidence with me and now propose to tak you. you will find that it is the best days work that you ever did. I will give you the full explanation when I see you (bring this letter with you) your expencis will be only four Dollars or a little less.*

Very Respt Yours

WM. E. UDDERZOOK.\*

(Be firm, Be true.)

\* The letter is written on a commercial note sheet and is signed on the third page. On the fourth page, near the bottom, evidently written after the letter was folded, are the words: "If you decline to come, write me a line to No. 167 Conway Street, Baltimore, Md."

The cross-examination of Rhoades was conducted at great length, without eliciting any important fact, other than an admission that he had suspected Udderzook might be plotting against him, but his suspicions took no definite form. The whole of Rhoades's direct testimony was rigidly cross-questioned, without shaking it in the least degree. He was then asked by the Commonwealth's Attorney if he ever showed the letter which he received from Udderzook to any person. Prisoner's counsel objected. Objection overruled, and exception reserved by the defense. Witness answered that he showed it the same day that he received it to Mrs. Annie E. Skelton, who was at that time keeping house for him; also, on the same day, he showed it to Gainer P. Moore, and to Mrs. Elizabeth Udderzook, a widow of the brother of William E. Udderzook. He showed his answer to the letter to Mrs. Skelton. Witness was asked if he told his conversation with Udderzook, which he held with him at the hay-field, to any person. Prisoner's counsel asked the Court if he thought this admissible against the prisoner. The Court said it was admissible to show whether or not, if there was a scheme, the witness was a party to it. That if the witness was a party to the crime, his testimony should be received with great caution, and should not be relied upon except in so far as it is corroborated by other circumstances. If he is not to be treated as a party then he stands as any other witness. Witness then said that he told the conversation, first to Albert Baldwin, on the 2d day of July, and to Zachariah Baldwin on the morning of the 3d of July, when he returned to his work; that he worked all that day and in the evening of the same day. After going home he told it to Gainer P. Moore. He also spoke of it to several other persons, whose names he mentioned. The Court then asked, when was the first time the witness heard of the man's body being found. Witness answered: The first time I heard of the body being found was at about five o'clock in the afternoon of Friday, the 11th day of July. I went to the woods with Gainer Moore, to the place where the body lay, and on putting a shovel down by its side. I came to and dug up a bloody, dirty shirt. I placed a shovel under the head, and raised it up. Just then we heard a buggy passing on the pike

road, and we went out to it. We got into the wagon and went back to Gainer Moore's house, and I left Gainer there.

*Annie Skelton* identified the Udderzook letter as the one Rhoades showed her on the day he received it by mail. She also testified to having read an answer to it, written by Rhoades.—*Mrs. Elizabeth Udderzook*, widow of the brother of William E. Udderzook, testified that Rhoades showed her the letter the latter part of April.—*Gainer P. Moore* testified that Rhoades showed him the letter in the early part of last winter. He also testified to having been told by Rhoades about the conversation between Udderzook and Rhoades, which took place in Baldwin's hay-field. The witness was told of this conversation on the evening of July 3d.—*Albert Baldwin*, keeper of the livery stable at Penningtonville, testified that Rhoades told him of the conversation on Wednesday evening, July 2d.—*Zachariah Baldwin* testified that he saw the prisoner in his hay-field on the 1st day of July, and saw him with Rhoades. On the morning of the 3d of July, Rhoades told witness of the conversation.—*Samuel Slocum* testified that on the 6th of July, Rhoades told him of the conversation, and also showed him the letter from Udderzook.

*Albert Baldwin*, recalled.—I saw the prisoner at my livery stable on the 1st day of July, 1873. He hired a team of me to go to Cochranville. He was to be back between six and seven o'clock. I furnished him two blankets. One was a light summer horse cover, and the other was a linen lap cover. He paid me \$2 for the team, and then got in and drove off. I retired to bed about nine o'clock that night. Udderzook had not returned when I went to bed.

*Gossoway Peters*.—I was employed at the livery stable of Mr. Baldwin in Penningtonville last July. I saw the prisoner on the 1st day of July last. I met him on the road between Gilfillan's tan-yard and Baer's Woods. He was driving a horse of Mr. Baldwin's harnessed to a buggy. There was a horse with saddle and bridle on, ahead of him. I next saw him that night when he returned the horse and buggy to the stable. It was then twenty minutes to twelve o'clock. I unlocked the stable and led the horse in, and unharnessed him in there. Udderzook stood by me, and I said to him, "You did not get

in as soon as you expected." He said, "When a man gets out among the women, he does not know when he will get in." I noticed the wagon was broken, and asked him how he did it, and he said he did not know how it got broken. The dasher was broken at the hand-hold, and the iron frame bent over towards the horse. Two of the hind bows in the buggy-top were broken, and two rivets were broken from the bows at the ends where the bows are fastened to the seat, so that the bows were swinging loose. This was on the left-hand side. I asked him to pay for overtime, and he said he would see Baldwin in the morning. He went away, and I locked the stable and went to bed. The next morning I was examining the wagon, and I found a finger ring and a collar button lying between the cushions, near the front edge, on the seat. They lay between the creases of the cushions, and were in sight. [The ring heretofore introduced in evidence was shown to and identified by the witness as the one he found in the buggy.] I gave the ring to Mr. Baldwin that morning. [The collar button heretofore introduced in evidence was shown to and identified by the witness.] I kept the collar button until I gave it to the coroner's jury.

*Jane Uddersook*, the aged mother of the prisoner, was next called to identify the handwriting of her son, William E. Uddersook. She had corresponded with him for years past—since he was a boy—and was able to recognize his handwriting when she saw it. Several letters were handed her, with the request that she would look at the signatures and say what was her best judgment as to whether it was his handwriting or not. She had not her glasses with her, and her eyes were suffused with tears so that she could not answer definitely. A pair of glasses were handed her, which, she said, did not suit her very well. Of a letter dated Baltimore, October 30th, 1871, addressed to his mother, and signed William E. Uddersook, 167 Conway Street, she said, "It is likely it is his writing." Of a letter dated Baltimore, November 16th, 1871, directed to Mr. and Mrs. Mullin, she said, "It looks like his writing." Of a letter dated Baltimore, October 28th, 1871, addressed to Mrs. Mullin, she said, "I think that is the same handwriting." The letter to Rhoades was handed to the witness, when Mr.

McVeagh, the prisoner's counsel, remarked, "I think these letters are so proven they will have to go to the jury." The letters were then offered in evidence by the Commonwealth.

*Gassoway Peters*, recalled.—I noticed Udderzook's appearance when he brought the horse back that night. I saw that one leg of his pantaloons was dirty. He wore dark clothing. There were no blankets with the buggy when he returned it.

*John Hurley*.—I reside in West Fallowfield township. It is about one field from my house to Baer's Woods. My wife awakened me on the night of the 1st of July, and I heard a noise of a man hallooing. I did not look to see what time it was, but think it was between ten and eleven o'clock. I got out of bed and went to the window, and I heard three loud calls after I got to the window—a kind of hallooing. Then it was still for about two minutes, and then I heard what sounded like loud and wicked scolding. One of them hallooed "Oh!" not nearly so loud as the other sounds. I was at the window listening, some twenty minutes or so. I heard a sound like a horse and wagon. I saw nothing. I could tell by the sound from what direction it came. It came from Baer's Woods. Towards daylight I noticed a light burning in the woods.

*Dr. John J. Gibson*.—I reside in Cochransville. On the morning of the second day of July, 1873, I observed smoke arising from about the centre of Baer's Woods. I was where I could plainly see full two-thirds of the top of the woodland, and was about a mile and three-quarters distant from the woods. It was about half-past five o'clock in the morning.

*James Robinson*.—I am a millwright, and in the early part of July in this year I was repairing a mill near Cochransville. On the morning of the 2d of July, at about half-past four o'clock, I noticed smoke ascending from Baer's Woods. The smoke seemed to come from the centre of the woods. I was about a mile and a half distant when I first saw it, and as I was going in that direction I approached to within about three-quarters of a mile of it. It attracted my attention considerably, and I stopped and looked at it. It was a heavy body of smoke, and showed very plainly. I continued to notice it until I lost sight of it in the hollow, as I turned off from the pike to go down to the mill.



*Samuel Robinson.*—On the morning of the second day of July last I saw smoke rising from near the centre of Baer's Woods. It was between half-past four and five o'clock. On the Sunday following after the body was discovered, I was in the woods, and found a few burned fragments of clothing at a spot where there had been a fire. I have these charred fragments with me. [Opening package containing pieces of cloth.] Here is part of them. It was ten days or more after I saw the fire, when I went into the woods.

*Albert Baldwin,* recalled.—I examined the buggy next morning after Udderzook had returned it to my stable. The rivets of the bows on the left side were broken so that the bows would spring backward and forward. The iron of the dash was broken off on the left side, at about four inches from the top. The whole dash was bent over forward. The oil-cloth, which had been tacked to the floor of the buggy, was torn off and missing. Only portions of it remained that were held round the edges by the tacks. Afterwards, on the 4th, I noticed what appeared to be blood-stains upon the bottom of the floor of the wagon. It appeared to have run through a crack in the floor. I searched the wagon to ascertain if there were any blood-stains, because of what Rhoades told about his conversation in the hay-field with Udderzook. I made out a bill against Udderzook and gave it to Mr. Patchell to collect. The bill was for the missing blankets, for breaking the wagon, and for overtime. [A paper handed to witness, which he identified as the bill.] The bill is made out for \$12.75. I received \$9 through Mr. Patchell.

*Edwin Patchell,* recalled.—Mr. Baldwin gave me a bill to collect against William E. Udderzook, on the evening of the second day of July. I found Udderzook at his mother's house, and presented him the bill. I said to him, "Here is a bill that Baldwin has made out against you for breaking his wagon and losing his blankets." He stood for a second or two and then said, "Yes, I lost the blankets, but I did not break his wagon." Then he said, "Yes, I broke one small iron in front. I do not feel willing to pay for the wagon, but the blankets I will pay for." He looked at the bill, and handed me \$9, all in \$1 notes. He asked me for a receipt, and I said to him it was

not necessary, as Baldwin could give him a receipt when he got the money. He said, "I will not be here longer than to-morrow morning, but Baldwin can give it to mother." He kept the bill.

*Joseph Wilson.*—I reside in Cochranville; am clerk of the hotel there. The prisoner at the bar called at the hotel in Cochranville, at about seven o'clock in the morning of the second day of July last, and asked for breakfast. I immediately ordered breakfast for him, and after he had finished, he paid his bill and went away.

*Mrs. Lydia Bowman.*—I saw the prisoner on the morning of the second day of July last, in the hotel in Cochranville. I waited on him at his breakfast. I noticed his clothing. He wore his coat buttoned tightly across his breast. I noticed then his pantaloons were dusty, as though dust had settled on them after they had been wet. As he passed out of the room I noticed his pantaloons were turned up at the bottoms. His hair seemed to be very much rumpled, as though he had been lying down and had not combed it afterwards.

*Samuel C. Jefferis,* recalled.—I saw Udderzook the next morning after he left my hotel in Jennerville. I met him about two and a half miles north of my house, on the road leading from Cochranville. He was going towards Jennerville. After saying good morning, I asked him what he had done with his partner. He told me he had left him at Parkesburg; that he (Udderzook) was going down to see his mother, and then home. He was traveling on foot. It was then between eight and nine o'clock in the morning. It was a warm morning.—*Cross-examination.* His coat was off and I think he was carrying it on his shoulder. I noticed the lower part of his pantaloons were foxy—dusty.

*Robert C. Kelton.*—I am station agent at Penn Station, on the P. & B. C. R. R. I know William E. Udderzook. He was at my station in the evening of the second day of July last, and purchased a ticket from me to go on the six o'clock train. He went on the train towards Philadelphia. I saw him again in about one hour afterwards. He came back on the seven o'clock train. He had no baggage with him when he first came. When he came back he had a valise. I spoke to him and said,

"Billy, you didn't stay long." He answered me saying he did not intend to. He went towards Joseph Miller's, where his mother lives. I next saw him on the morning of the 3d of July. He got no ticket from me on that morning, but he got on board the train going to Baltimore. He had no baggage with him, unless it was a small bundle under his arm.

*Henry Painter.*—I reside in West Chester. I visited the house of Mr. Joseph Miller on the 27th day of July, and inquired for Mrs. Jane Udderzook. She gave me a valise containing a box of paper collars. [The valise heretofore introduced in evidence exhibited to and identified by the witness as the valise he obtained from Mrs. Udderzook.]—*Cross-examination.* I went to the house at the instance of Mr. Wanger, the District Attorney. I did not search the premises at that time. I did subsequently.

*Thomas Carroll.*—I reside in Baltimore. Am a detective officer. On the 15th of July last, Sheriff Gill came to our office in Baltimore, and I went with him over to Otto Duker's planing-mill, and there found and arrested William E. Udderzook. I took him into a room in the presence of Deputy Marshal Frey, Chief Detective Crone, Sheriff Gill, and myself. He stated that he went up to Chester County, Pennsylvania, to see his mother; that he hired a horse, and went to see his sister and brother-in-law.—*Prisoner's Counsel.* Was the statement he made entirely voluntary?—*Witness.* Yes, sir. He said that the horse was a false one, and he concluded to hire a horse and buggy. He then started back to take the horse he had first hired, home to its owner. He tried to lead him, and he would not lead. He then tied him to his carriage horse, but he would not go. He then untied him and started him on the road by himself. The horse bolted off to one side of the road, so that he had to get out of the wagon and turn him back to the main road again. He took the horse back to where he belonged, and then took the wagon to return it to the parties from whom he had hired it. In going along the road a man came out and asked him to take him in the wagon. He did so, and carried him to Cochransville, and there put him out. He said he did not know who the man was, he was a stranger. Marshal Frey, Sheriff Gill, and Mr. Crone then left the room, and I was left

alone with the prisoner. The prisoner then made the remark to me: "This looks bad, doesn't it?" I said to him he had better find some one who saw him let the man out of the buggy, and our conversation ceased until I delivered him to Sheriff Gill at the depot. In the cars at the depot, he asked me if I thought he would get out of it. I told him I did not know what evidence the State would be able to produce against him.—*Cross-examination.* There was no conversation at the planing-mill about the offense, nor on the way to the office.—*Marshal Jacob Frey.* On my arrival at my office, about the middle of July last, I was informed of the arrest of William E. Udderzook, and went into the detectives' office and saw him there with Sheriff Gill and Detectives Crone and Carroll. I shook hands with Udderzook, having been acquainted with him formerly, and commenced a conversation with him by asking him if he had not been connected with the police force of Baltimore. He said he had. Conversation drifted upon the subject of this murder. He said his people lived in that part of the country, and he had usually gone there to visit them during the holidays; and as 4th of July was coming on, he thought he would go a day before and spend the Fourth with them. [Witness then related Udderzook's statements in substantially the same manner as did the preceding witness.] Udderzook further said that when he had returned to Jennerville, at the place where he had hired the saddle-horse, a gentleman there met him and asked him to take him in his buggy to Cochransville. The gentleman got in and he drove to Cochransville, when the man got out, and he immediately lost sight of him. He said he did not ask the man his name, nor where he belonged, nor where he had come from. It was not the first time, he said, that he had seen this man. He first met him in the cars going from Philadelphia to Jennerville, and sat by his side. He said the gentleman appeared to be sick. He judged that from the fact that he laid his hands and arms across the back of the seat in front of him, and laid his head on his hands; and the gentleman had asked him for a glass of water, which he gave him; and also to take the fare ticket to give to the conductor. Satisfying myself that Udderzook was the man that the requisition called for, I told him that

we would have to deliver him to Sheriff Gill, who had a requisition for him, and that he would have to be locked up until the Sheriff could leave with him. He asked permission to go home and change his clothes. I told him I could not grant that, but would send an officer to his house to tell his wife to send him anything he would want; and that his wife could visit him. I then sent him to the station-house, where he was locked up.

*William C. Crone.*—I reside in Baltimore; am a detective. [This witness corroborated, in detail, the testimony of the preceding witnesses relative to the arrest and statements of Udderzook.] I then ordered his person to be searched. In searching him we found a bill for the hire of a horse and buggy, and for the loss of blankets. I delivered the bill to Sheriff Gill. [The bill of Mr. Baldwin, heretofore introduced in evidence, was shown to and recognized by witness as the bill found on Udderzook's person.] I afterwards went to the station-house with Udderzook's wife, and he gave her what money he had in his pockets; it was his last week's salary, he stated.

*David Gill.*—I am sheriff of this (Chester) county. I received a requisition on the 14th of July, and went to Baltimore that night, and was at the detectives' office the next morning. [This witness related the same account as the previous witnesses, of the arrest of Udderzook, and of what he said of meeting the man whom he took into the buggy and drove to Cochransville.] On the cars, coming up from Baltimore, Udderzook told the witness that, after he had got acquainted with the man whom he met for the first time on the cars, he got off that train at West Grove Station, and walked from there to Jennerville.

*George Robinson* visited Baer's Woods on the 11th day of July, and at the place where the fire had been, which was near the centre of the woods, he found a brass, riveted button, such as he had seen upon pantaloons.—*James M. Crosson* was in the woods on the 13th of July; saw where the fire had been, and in searching the spot found an elastic button and a riveted button. He saw nearly a dozen other buttons and one buckle which had been found among the ashes where the fire was. He saw what appeared to be pieces of charred clothing which were found there.



*Hugh Rambo, Esq., recalled.*—Examined the buggy for blood-stains a few days after the body was found. He found some spots underneath the floor, by a crack, which he thought he would have recognized as blood-stains, if he had not heard of the alleged murder. He cut off some of them with a knife and placed them in a paper, which he subsequently delivered to Dr. Howard.

*Prof. E. Lloyd Howard, recalled.*—District Attorney Wanger called my attention to a wagon which I examined, while in Penningtonville, on the 18th day of July last. I paid special attention to the floor of the buggy and other parts of it, upon which I found some red stains, several of which I cut off with my penknife for subsequent examination; and upon a careful examination I found they were blood-stains. Most of those pieces on which the stains were most prominent I destroyed in the process of examination. I have several here. These stains I found upon the floor of the buggy, upon the under surface of the floor, immediately below a crack between two of the boards in the floor of the buggy, at about the centre of the floor, and upon the edges of the boards at the crack or space between them. I examined them with sufficient care to thoroughly satisfy myself that they were blood-stains. I made special examination to determine if they were stains of human blood, but on account of the length of time which had elapsed since the blood had remained there, I could not decide. That is, I could not form such an opinion as I would be willing to give as testimony. Comparing them with pieces of wood stained with my own blood, the results were identical. I also received from Esquire Rambo some pieces of wood stained with blood.—*Cross-examined.* This examination was microscopical. It was analytical—both chemical and microscopical. I formed my judgment from the agreement in all the experiments or investigations.

The Commonwealth here closed.

*Mr. McVeagh, addressing the Court, said:*

In view of the fact that some of the witnesses in Baltimore have not complied with our request to come up here, owing to there being an election which was held there yesterday, we desire leave to retire for a few minutes for consultation with the prisoner, as to the matter of arranging the testimony.

Leave was granted by the Court, who said the sheriff must accompany the prisoner. Mr. McVeagh and Mr. Perdue, of the prisoner's counsel, together with the prisoner and his wife, and Sheriff Gill, retired to an adjoining room. Mr. Whitney, who had taken no part in the conduct of the defense since the introduction of the testimony of the Newark witnesses, remained in the court-room. After some minutes spent in consultation the parties reappeared in Court, when Mr. McVeagh said:

*May it please your Honors:* Owing to the fragmentary manner in which we will be compelled to introduce our proof this afternoon, in consequence of the absence of various witnesses, it is thought hardly worth while to present any formal opening statement. These witnesses live out of the State, and, of course, are not amenable to process; and the prisoner is not in such circumstances as will admit of his purchasing their attendance. All we can do is to have those persons who are here come upon the stand and tell their story in their own way. We will call Mrs. Goss and ask her the circumstances attending the death, as she supposed, of her husband. We will call in other members of the family who can throw light on this matter, and wherever the circumstances surrounding this cause enable us to do so, we will endeavor to meet the testimony that has been adduced. When that is heard, when this testimony is given, if the witnesses of whom I have spoken are not here, we will have to ask your Honors to favor us with an adjournment until to-morrow. The excuse made by these witnesses for their non-appearance is that there is an election of an exciting character being held in the State of Maryland to-day, and those upon whom we rely have declared their inability to be here till the election is over.

*Mrs. Eliza W. Goss*, sworn and examined.—I was the wife of Winfield Scott Goss. In the month of February, 1872, I was living at No. 314 North Eutaw Street, Baltimore. At that time my husband was not engaged in any business in particular, but he was working for himself, on the York Road, at gilding, and working in a substitute for india-rubber. We had been boarding just opposite the place where he was engaged, at the house of Mr. Engel, from July until November, and then I went home to my mother's, where I was at the time of the burning. My husband was boarding there with me. I last saw my husband alive on Friday, at noon, the 2d day of February, 1872. I first heard of the burning about half-past nine o'clock, Friday night. When I first heard of the fire I did not

know that my husband was supposed to have been burned. I first heard of that at about eleven o'clock the same night. Mr. Louis Engel gave me that information. He said he came at the instance of Mr. Udderzook. Mr. Udderzook came himself at about eleven o'clock. The coroner's inquest was held the next day. The remains reached my house at about six o'clock Saturday evening. I saw them and recognized them as the remains of my husband. They remained until Monday, at one o'clock. I saw them two or three times during the interval. I accompanied the remains to Baltimore Cemetery, where they were placed in a public vault. They remained there until the following Thursday, when they were put in the ground. I was present. Since the 2d day of February, 1872, I have not heard from my husband, have not received any communication from him, directly or indirectly. I had been married nine years on the 26th of last November. When the remains were taken to the Baltimore Cemetery, it was a public funeral. [Handing witness a photograph not before shown any witness.] It is a picture of Mr. Goss, taken six or seven years ago. There was no scar upon my husband's forehead. His eyes were dark blue. [Handing witness the ring heretofore introduced in evidence by the Commonwealth.] I have seen this ring before. Mr. Perdue showed it to me. I have examined it. I do not believe it is my husband's ring. From my recollection of my husband's ring, where that one has a beading in the centre, his ring was in regular cuts all around—in creases, grooves. Then there is a smooth appearance around the setting, on the top of that ring, which I do not think my husband's ring could have had, as he only had it and wore it about eighteen months, and that ring has a worn appearance to me. His ring had a similar stone, only I cannot describe any marks on the stone at all. I know it was a dark green setting, but I did not know at all, until after this trouble, that his ring was what they call a blood-stone ring. I did not know what a blood-stone ring was.—*Cross-examined by Mr. Hayes.* I was able to recognize the remains by the form of the head, and size of the body, and form of the neck—fullness of the neck. That was all there was for me to recognize.—*The Court.* Was there at that time any question about it that called for examination?—*Witness.*

No, sir.—*The Court.* You had no occasion, at that time, to think whether they were or were not your husband's remains?

—*Witness.* No, sir, I had not.—*Mr. Hayes.* Please give us a description of your husband, as you recollect him.—*Witness.*

Well, he had dark brown hair, very clear, smooth skin, dark blue eyes; he wore a heavy mustache and goatee at the time of his death. He was stout built. His height I cannot say.—

*Witness* further testified: When I saw the remains they lay in a coffin and were covered with a sheet. I uncovered them. The whole body was of a brownish color. I could not see the teeth, as the lips were closed. The eyes were closed also.

The hair was burned off, except a small portion on the back of the neck.—*Mr. Hayes.* I was about to show the witness a letter which, unfortunately, I do not have at hand, but may have to night. It may be interesting to her to see. I would ask her—do you know Miss Eliza Burke?—*Witness.* I do.—

*Question.* Where does Miss Eliza Burke live?—*Answer.* At Mr. Udderzook's. She is his servant.—*Question.* That is a picture of whom? [Handing witness a photograph.]—*Answer.*

It is a picture of A. Campbell Goss, a brother of my husband.

[The letter of which the Commonwealth's Attorney spoke as being one that might interest the witness to see, but which was not then at hand, is a remarkable document. This letter was addressed to *Alexander C. Wilson, 329 Mulberry Street, Newark, New Jersey*, and arrived at its destination by due course of mail, but not until after W. S. Goss, *alias* Wilson, had left there to meet Udderzook in Philadelphia. The letter was found at the above-mentioned address, the boarding-house of Mrs. Toombes, early in the investigation of this case, by parties in the interest of the insurance companies. The letter is post-marked Baltimore, Md., July 1st, 7 P. M., and the address upon the envelope was found to be, unmistakably, in the handwriting of A. Campbell Goss, the brother of W. S. Goss, *alias* A. C. Wilson, and brother-in-law of Mrs. Goss, the witness. Upon opening the letter it was found to be written in a hand evidently seeking disguise, and was signed, *Miss Eliza Burke, Conway Street*. It was easily ascertained that Miss Eliza Burke, as Mrs. Goss testifies, *supra*, was a servant in Udderzook's family—an ignorant sewing-woman, who had been in their employ

some time. Her name was used by Campbell Goss as his *nom de plume* while in correspondence with his brother, W. S. Goss, and during their conduct of the conspiracy to defraud the insurance companies. Notwithstanding the attempt at disguise, upon being compared with that of Campbell Goss, the writing is shown to be the same.

The following is the letter:

MR. WILSON—I wrote to you more than 2 weeks ago, and asked you to send me word whether you would meet U in Philadelphia or not and to direct to U in my care Conway street, the old house. I am very anxious to hear from you, and am waiting patiently. If you will meet him, state when and where. All is right here, so far. W. & J. and I had a long talk yesterday, and it is all in our favor. Please write soon and direct as I told you, and oblige,

Yours, &c.

MISS ELIZA BURKE,

Conway st.

July 1st, 73.

Let me hear from you by ret. of mail.

C.

It will be observed that in this letter Campbell Goss is desirous of arranging for his brother, W. S. Goss, to meet U. (Udderzook) in Philadelphia; but, through some blunder on the part of the conspirators, W. S. Goss had already met Udderzook in that city, and the two were on their way to Baer's Woods, riding in the buggy, at the very hour this letter was post-marked in Baltimore. The initial letter "C" of Campbell Goss's name may be noticed in the bottom left-hand corner of the letter. The long talk with W. & J. refers to a talk held by Campbell Goss with his attorneys in the insurance suits then pending, Messrs. Whitney & Johns, of Baltimore. In the early part of Udderzook's trial, Mr. Whitney appeared and assisted in the conduct of the defense; but before the Commonwealth closed its case, he withdrew from active participation in the cause. At the time when Mr. Whitney thus withdrew, Mr. Johns (who was then in West Chester attending the trial) privately expressed his unqualified astonishment at the overwhelming testimony produced by the Commonwealth, and also his indignation at having been thus imposed upon and deceived by his clients, the Goss and Udderzook families.]



The Goss-Langley photograph, heretofore introduced in evidence by the Commonwealth, was handed to witness, who identified it as a picture of her husband (standing), and of Mr. Langley (sitting).—*Question*. Will you please describe your husband's ring?—*Answer*. His ring was of the same style as this. [The ring heretofore introduced in evidence by the Commonwealth.] It was the same looking, but the only difference I can remember is that his ring was made round in the ridges, instead of this beading. That is as I recollect it. I do not know where my husband got the ring. He had it about eighteen months. I first learned of his having it when he came home with it on his finger. I never learned what became of his ring. The stone in this ring is the same looking as in that of my husband's, according to my recollection. I could not say anything about the stone more than that his had a stone in it of the same color and size.—*The Court*. One other thing about which I want to be certain. I understood you, Mrs. Goss, to say that your recognition of these remains as your husband's, was from the size of the neck and the form of the body.—*Witness*. The general appearance of the body in size and shape.—*The Court*. Was that your only means of recognition?—*Witness*. The only means there were left.—*The Court*. The expression from the features of the face?—*Witness*. There was none.

*David Arden*.—I am step-father of Mrs. Goss. I live at No. 314 Eutaw Street, Baltimore. Mr. and Mrs. Goss lived at my house in January, 1872. I remember Mr. Louis Engel's coming there on the night of the 2d of February, between nine and ten o'clock. He came and informed us that the house was burned. I asked him then what had become of Goss. I went with him up to the place of the fire, on the York Road. I found nothing there but the cinders. There was no one about the building at the time I got there. I first saw the remains the next morning, at the inquest. I recognized the shape of the head, the full neck, and the very full chest, and in that manner identified the remains. I had known Mr. Goss about eighteen years. There was no scar upon his face. He was of fair complexion and smooth skin. I saw the remains which were exhumed at Penningtonville. It was on the 19th or 20th of July—the day after the examination made by Doctors

Lewis and Howard. I had two views of these remains photographed at the time. [Pictures handed to witness, who identified them as the ones he had taken.] Mr. Hanson, from Baltimore, was with me at the time. He is a hatter by trade, and he had made hats for Mr. Goss for a number of years. Mr. Hanson did not take any measurement of the head at Penningtonville, but he took a good view of it.—*Cross-examined by Mr. Hayes.* I identified the charred remains as those of Mr. Goss, so far as they could be recognized. I recognized the shape of the head, the neck, and the breast. I recognized a resemblance. I recognized the shape of the head; there were no features. I have seen other heads of the same shape. The neck did not appear swollen. It was a little contracted, not much. It did not look quite so large as Goss's neck. It was a full, round neck. Of course, I have seen other full, round necks of the same kind. The fullness of the chest in these remains was peculiar. I have seen other men the same way. Under the circumstances, I thought I could see the form of Mr. Goss there. There was no question at that time about these remains being his. I never saw his teeth—could not describe them. His eyes were dark blue. His hair was very dark, between black and brown. He had a full, round head, good forehead, square eyes, person very erect, broad shoulders, and very full chest. When I saw the remains at the inquest they were in a box. I could not see the shoulders very well. I examined the remains at Penningtonville. That head was not like Goss's head. That head was not a very long head. It was a round head, like Mr. Goss's head. The body at Penningtonville was lying in a coffin. I did not raise the head up; it lay in the coffin all the time I saw it. I thought his head was not as full as Goss's. Goss's head was very full. The features were so disfigured I could not tell in what other respects it differed from Goss's head. I did not see the chest of the remains at Penningtonville. We did not go very close; we did not want to go very close; we did not stay there long enough to uncover it, it was so offensive. I saw just the head, and that satisfied me at once. I did not expect to find the corpse of Mr. Goss there. I went there because I thought it would be well for me to identify if that was Goss. It was said Goss had been found there, and I thought I would go and make sure of it.

*John M. Branson.*—I went to Penningtonville with Mr. Arden. I am a photographer, and took the picture of those remains. One is a full-faced view, and the other is a side-face. They were taken on the 19th of July, between three and four o'clock in the afternoon.—*Cross-examination.* We had to prop up the body at an angle of sixty degrees, but it would slide down. We could not get it a full front-face, and it shortened the head by the angle. It was in a decomposed condition to take a picture in. Its hair was all off; the teeth had been taken out, and some of the flesh had been removed from the face. The sun was shining on it and it blurred the picture. It had cleared off from a shower, and the sun was shining very brightly, which had a tendency to blur the picture. The features were all gone; they were of no account. There was just the outline of the face.

*Sarah Moore.*—At the time of the fire I was cook in the family of Mr. Lowndes, on the York Road, in Baltimore. Just before the fire broke out, I saw Mr. Goss standing outside the door of the cottage. His sleeves were rolled up and he held a light in his hand. He went in and locked the door, and I saw no more of him. I was eating my supper when a dog barked at the kitchen door, and opening it I saw flames coming out the window of the cottage. I went and told Mr. Lowndes. The house I was in was about one hundred yards from the fire. Monday, Willie and I went over to see if we could find anything. Willie found a pistol and something like a tea-spoon.—*Cross-examination.* It was between seven and eight o'clock when I saw Mr. Goss standing out of doors. When he went in I heard him lock the door. There was one other door in that house that opens out of doors; it was in the back end of the house.—*Re-direct.* The other door was closed by being propped. It was not nailed. They once nailed it, I believe, but it broke down and they had it propped.—*Re-cross examination.* It was propped by logs against it.

*Mrs. Sarah Arden.*—I am the mother of Mrs. Goss. I was at home at the time the charred remains of Mr. Goss were brought to my house. As far as recognition goes, I recognized them as his remains, but could not tell a great deal about it, only from the form of the head, and on account of the very large

neck, and the form of the shoulders. I have never seen Mr. Goss nor heard from him from that time to this. The sheet upon the body was much stained by blood and the black cinders. I never saw a scar upon Mr. Goss's forehead.—*Cross-examination.* It was impossible to recognize the body in the condition it then was. *Mr. Goss did not have good teeth.* [?] I never noticed his teeth. Mr. Goss wore a mustache, so that you could not see his teeth. I know that he had not good teeth, because I heard him complain of his teeth.

*Mrs. Elizabeth Miller.*—I live in Penn township, on the road from Jennerville to Penn Station. Mrs. Jane Udderzook was at my house during the early part of last July. Her son, William E. Udderzook, the prisoner, came there to see her in the evening of the first day of July. He stayed there while we were at supper and talked awhile, and took his supper there. After supper he went away. I next saw him about nine o'clock in the morning of the 2d of July. He came in with his coat on his arm, and I took him into the sitting-room. He went out on the porch after that. He was there about half an hour. I did not hear any conversation between him and his mother. They went upstairs to change his shirt. I do not think he came down again until dinner was ready. He had no shirt of his own to change with, and borrowed one of Mr. Miller's. I did not notice anything about the condition of his clothing when he sat on the porch. I saw him in his shirt-sleeves, without either coat or vest on. I noticed nothing unusual about his shirt or about his pantaloons, except they were very dusty.—*Cross-examination.* He came to the house, on the evening of July 1st, in a wagon of some kind. He came on foot the next morning. He went away that evening down to Penn Station, and came back again. I did not see him when he came back. He and his mother went upstairs soon after he came in that morning. I did not see him down-stairs again until dinner-time. He went upstairs again after dinner, and came down to supper. I did not see him between dinner-time and supper.

*Mrs. Jeffers,* recalled and examined by *Mr. McVeagh.*—I saw Mr. Udderzook on the morning after he left our place. It was near nine o'clock. He was passing my house. It was the

2d of July. I did not notice anything particularly. He had his coat hanging across his shoulders. He passed through Jennerville, towards Penn Station. I did not notice any change from the clothing he had when at our house the day before.

*Mrs. Sarah Kemble.*—I was at Mrs. Mullin's, in Delaware county, in June, 1872. I saw several strangers there. I cannot tell the names of any but the one—Wilson. I saw a man there who was called Wilson. I was there from dinner time until evening. We were in the same room, and I again saw him sitting on the porch, where I saw him from an open window I saw him at another visit. I met him there twice. That was in November, I believe. It was in chestnut time. We were there until the next day, after dinner. [The photograph heretofore introduced in evidence by the Commonwealth, representing one person standing and another sitting, was handed to witness.] I cannot recognize either of these men. I do not see a resemblance to anybody I have ever seen.—*Cross-examination.* I am a sister of William E. Udderzook, the prisoner. Mother and Mrs. Mullin were old acquaintances, and mother desired me and my children to go with her and see Mrs. Mullin. I was never there before. I have been since this matter occurred.—*Question.* Did Mr. Wilson say in your presence that he knew William E. Udderzook?—*Mr. McVeagh.* One moment. Whether he did or did not know, I object to the question, because it certainly is not evidence. In the first place, it is not cross-examination, and in the next place it is not evidence as to the fact; we therefore object.—*The Court.* The question may be asked. [Exception noted.] In answer to the question witness said: I cannot say that he did.—*The Court.* Have you any recollection?—*Witness.* I cannot recollect his saying anything particularly. I do not remember the conversation. The conversation was all directed to my mother, and I did not have a conversation with him exactly to myself. I cannot say that he narrated any conversation about William, and I cannot say that he did not. I cannot say, because I do not exactly know—that is the reason.—Witness further testified: I have been present in court during this trial this day week.—*Question.* And you never saw either of the gentlemen in this picture?—*Witness.* Oh! I was told who the one sitting down was. He was pointed



out to me here. I would not have thought only as he was pointed out to me.—*Question.* Describe this man Wilson to the jury, if you saw him sufficiently to do so.—*Witness.* He was not a very tall man, nor was he remarkably short, but he was a fleshy man. He had dark hair, dark eyes, and no beard. He was a smooth-faced man. I cannot think of anything else that I noticed. Mr. Wilson's conversation was with my mother; they were talking about half an hour.

*Dr. Jacob Price.*—On the 4th day of last August I made an examination of William E. Udderzook, at the instance of the District Attorney, with a view of finding any marks of a struggle upon his person. It was a thorough examination of his whole person. We found no marks—no recent marks of any kind.—*To Mr. Hayes.* This was more than a month after the alleged murder.

A few witnesses were now examined with a view to impeach the character of Samuel Rhoades for truth and veracity.—*Robert A. Young* lived about four and a half miles from Rhoades; had known him about three years, and testified that the character Rhoades bore in the neighborhood "is not so good." On cross-examination he said he had not heard his character for truth-telling the subject of remark.—*John Townsend* had known Rhoades about a year; had heard his character for truth was not very good. On cross-examination he said he had not heard any question of Rhoades's character, that he could recollect of, prior to Rhoades's testimony in this case having been published.—*The Court* said: "Information based upon that is not evidence."—*Samuel Mayers* had known Rhoades about a year and a half. In answer to the question whether he knew of Rhoades's reputation for truth and veracity in the community, witness said that he did not know it to be very bad. He had never heard a great deal. He never heard any reports upon the subject before this case.—*Rittenhouse Mayers* lived about one and a half miles from Jennerville. Rhoades's reputation for truth and veracity was not so good. He had never heard it questioned before this case occurred.—*Harvey Jordan.* I live a quarter of a mile north of Penningtonville; have lived there ten years. I was past Baer's Woods the 2d day of July, between the hours of eleven and twelve

o'clock. I saw a horse hitched to the fence. I saw a man some fifteen or twenty feet off, coming through the woods to the road, towards the horse and wagon. He was getting over the fence just as I was opposite the hind end of his wagon. He was just opposite where the body was afterwards found—between the road and where the body was found. He had an open wagon, what we call a mill-wagon. I do not know who the man was. I never saw him before nor since.—*Cross-examination.* It was an open, small wagon, I noticed nothing in it. There was nothing particular about the man to notice at the time. I lived within a quarter of a mile of that place one year, and I have frequently gone there, and frequently have seen people hitch their horses to the fence there and go into the woods for a short time and come out again. There was nothing remarkable about it any way.

*Joseph Harper.*—I live in Cochranville. I came past Baer's Woods on the night of July 1st, between ten and eleven o'clock, as nearly as I can tell. I was riding in a small, open wagon. I did not see anybody as I went past the woods. I saw nothing to attract my attention. I saw no fire. I saw no horse and wagon hitched there. I heard no sounds of any kind—no voices. I cannot tell exactly the time, but it was from ten to twelve o'clock.—*Cross-examination.* I was on my way home from Penningtonville. I had been to a store there. It was half-past nine when I left the store. On my return I stopped at Mr. Harvey's, and stayed there a couple of hours. I suppose I heard the clock there strike ten or eleven. I know it did not strike twelve. I heard a wagon drive past on a trot when I left the house. This house was about a mile from Baer's Woods. It may have been after eleven o'clock then.

A little evidence was now offered in support of the good character of the prisoner.

*Andrew Shellady* knew Udderzook twenty-three years ago, when he came into the neighborhood where the witness lived. The prisoner was then about sixteen years of age. He remained there six or seven years and then went to Baltimore. While he lived in the neighborhood of the witness, the character of Udderzook was good, for anything the witness ever knew or heard of him. Since that time the witness had known nothing

about it. For the last ten years witness knew nothing of his character.—*David Mullin* knew Udderzook as a boy, and had known him since. His character was good while he lived in the family of witness. He was a good boy what time he was there. Within two or three years witness did not know anything about him. On cross-examination witness said he could not speak of Udderzook's character since he was about twenty-one.—*John W. Butler* had known Udderzook since about 1867, when he came to work for him. All the time Udderzook worked for witness he was very industrious and of good character. Witness had heard him spoken of, and had always heard he had a good character.

*Mr. Pardue*, addressing the Court, said:

We are in the unfortunate position of not having our witnesses from Baltimore that we expected. We will offer in evidence the pictures of the remains that were taken at Penningtonville; also a picture of Mr. W. S. Goss, taken some six years ago.

The defense here closed.

The Commonwealth, in rebuttal, called several witnesses in support of the character of Rhoades for truth and veracity.

*Dr. Basley* lived within a mile of Rhoades since 1866, and had never heard it questioned.—*Robert H. Brown* had known him at least ten years, and had never heard his character or reputation for truth-telling talked of.—*Dr. J. J. Gibson* had known him since 1861, and testified that his reputation was good; never heard it questioned.—*Hugh Rambo, Esq.*, had never heard it questioned. He had known Rhoades fifteen years.—*John K. Malone* had known Rhoades fifteen years, and knew his reputation for truth and veracity to be good. Had never heard his word doubted.—*Thos. Martin* had known Rhoades ten years at least, and never heard it questioned.—*Charles Reese* had known Rhoades over twenty years, and never heard his reputation for truth-telling questioned.—*Samuel Shannon* had known Rhoades twenty-five years, and never heard anybody doubt his word. Never knew it questioned.

Evidence closed.

*Mr. Perdue* opened the argument of the prisoner's case, in a lengthy speech to the jury, from which we shall be able to make but a few brief extracts.

*May it please the Court and Gentlemen of the Jury*—I had hoped that the Commonwealth might open this case, and tell their theories and give their proofs and points. They have waived their right, and the duty falls on me. It is a grave one, and I recognize its responsibilities. I shall go over the testimony as briefly as the circumstances will allow. I don't know that I need go over it minutely.

The first testimony offered has shown you an accurate plan of Penningtonville and the vicinity, on which was found, on July 11th last, the body of an unknown man.

We will consider the testimony of those who first saw it. Gainer P. Moore comes upon the stand, as you have seen, eager to testify, and with a show of importance that on him rests the burden of this case.

People see these buzzards every day, without thinking of anything remarkable. Do the prosecution believe that it is one of the fatalities of the case that when he saw them he went over into the woods? I do not ask you to throw suspicion on any man, or to say that any one has committed murder; but I call your attention to the remarkable evidence of Moore, the confidant of Rhoades, who passed a number of houses and went to hunt Rhoades, who came back with him to where this festered body lay.

They only stayed there half a minute, raised it up and looked at the face. Then they dropped it down and rushed to the road. They say they heard a wagon passing. Men are not so easily disturbed under such circumstances. When Gainer Moore got to the road he found that Rhoades was close to his heels. They did not go back for another look, but started for the Coroner.

This body had been lying ten or twelve days in this grave. The birds had torn what little dirt there was on the body off it, the inside portions were gone and decayed, a liquid mass filled that skin; but they raised it in midsummer, on a broiling July day; but, says Moore, the face was white, like a dead man's, with the pallor of death on its features, and that any one could have recognized those pale, deathly features. I don't say it is not so. I leave it in your hands; it is yours to weigh, mine to present. This was the first testimony hurled into the jury-box.

I will divert, to consider the testimony of Rhoades as far as this matter is concerned. The first time he put the shovel down, he brought up the shirt—a wonderful coincidence! He does not say the face was white; it was enough for one witness to prove this fact. The Commonwealth did not need his testimony on this; they let that fact go. He didn't say it was to be recognized—he was not here to make out that part of the case. Then Esquire Rambo was called. He is the judicial officer who has been trying this case for the last three months. He lays the broad foundation of the case.

I have not a word to say against Mr. Rambo; I have known him

for years. I do not doubt he has believed all the time what he testified. But you must remember the terrible excitement in Penningtonville when this body was found; they were not used to such excitement, the whole town rushed down to the grave and sat on the coroner's jury, and listened with breathless interest to hear all the witnesses.

Recollect they are human—creatures of circumstances, their minds to be swayed by prejudices and feelings. The testimony of those who have taken an active part in getting evidence must be warped in judgment and exaggerated in statement. This is human nature, we all do it. This was four months since, and all the circumstances have been talked over among them. I say it is not unnatural that the judgment of these people is not as safe as that of those not close to the circumstances surrounding the case.

There was a man insured in Baltimore, in four companies, to the amount of \$25,000. On February 2, 1872, this man was burned in his shop on the York Road. Of course his family made application to the companies for the insurance. The preliminary proof was made by disinterested persons. They refused to pay the money. Suit was brought, and a verdict was obtained by Mrs. Goss. Immediately there was a motion made by these companies for a new trial. While this motion was pending, this murdered body was found in Baer's Woods. Then the creatures of these insurance companies came up to see about it.

The insurance companies know that Udderzook is a very important witness in this trial, in which there is \$25,000 at stake. They have a very strong interest in this trial. You all know how such an interest will prejudice men. If Udderzook should die, they will win their case; acquit Udderzook, and he goes to Baltimore to testify against these corporations. Their case would then be lost. Therefore they want a new trial with Udderzook's part left out. They then have out of the way an important witness.

David R. Mullin tells us that a man came to his house, June 22, 1872. The man gave the name of A. C. Wilson. He came on a Saturday, and went to Philadelphia and came back with a bag. He described him as having a smooth, round face. He let his whiskers grow. He identifies the picture. *Says it looks like him!*

Two men often look alike, don't they? We often speak to people, mistaking them for somebody else. This picture was shown him with Mr. Langley scratched out. When the picture was shown, the lower part of the face was covered up, and then the question was asked whether *they didn't recognize Goss!* But if this same thing is done to Langley's picture, it looks as much like the picture of Goss as two pears.



Mr. Mullin tells you that he got a letter from Udderzook some six or eight months before the fire. Udderzook was raised with Mr. Mullin, and if he should know any one who wanted board in the country, was it not natural that he should think of Mullin the first one? Six months after this, a man, who said he was from Baltimore, came there to board; what connection is there between this man and Goss? They have been trying to impress you that Udderzook was trying to make arrangements for Goss to go into retirement. But there was nothing remarkable in Udderzook's sending this man there. He knew they took boarders, and was anxious to do them a service.

Mrs. Toombes tells all she knows about this man, and a little more. She is absolutely certain that she knew his habits, his clothing, his valise; where he got his liquor, how often he drank, and how often he was drinking, what paper he read, his associates, when and how often and to what degree he was intoxicated.

She saw him address one letter to Miss Eliza Arden. She probably thought she was telling us that he wrote a letter to his wife, as she may have gathered the impression that that was the family name of his wife; but it happens that the family name of Mrs. Goss was Stewart. I much fear this good woman, in her desire to further the cause of justice, has "overstepped the mark."

Mr. Toombes, who had never read the papers, didn't care whether Wilson was dead or alive. He saw Udderzook come, and heard Wilson call him Doctor, or something. He remembers that morning of the 11th of May perfectly, just as well as he remembers the features of Udderzook—just as well and not a bit better. Mrs. Toombes would seem to have lately given up this admirable boarding-house, and I have no doubt it was a good one. It may have been because of this excitement and her extended field of usefulness. Then they all talked about this picture, which had been sent them; and O'Donnell had a picture, and Mrs. Toombes had a picture, and they would all look at them and talk about them—these pictures with Langley crossed off, that the witnesses might not mistake his picture for Wilson. Then comes the witness Reeve. It is perfectly delightful to find such memories as these Newark witnesses have. We have no such minds here. Then Edward Sutton testified. He recollected the valise and recognized the ring. He was a jeweller and had examined it carefully. He thought the ring had been bent since Wilson had it, and you will remember Engel testified Goss's ring was bent when he had it in Baltimore.

The witness Williams next came, he was also from Christopher Street. He bade Wilson good-by when he left Newark, and says he had no baggage with him. Here again the Commonwealth's witnesses

do not agree and they should make them consistent. This witness, a jeweller, was a remarkable man, he was able to give the nationality of rings, and could tell the nation of the men who made them, he even knew the relative influence a residence here would produce on the workmanship—I must remark the breadth and extent of his mind.

Mr. Perdue commented similarly upon the manner and character of nearly all the witnesses produced by the State, throwing doubt upon their testimony and impressing upon the jury the fact that the prisoner was entitled to the benefit of everything which looked doubtful. His entire argument occupied nearly four hours. The Honorable Wayne McVeagh, the senior counsel for the defense, then addressed the jury in an eloquent and fervent appeal in behalf of the prisoner. The argument of the distinguished counsel was directed to the inherent improbabilities of the case, and he made the most of all that could be turned in any way to the advantage of his client. He was listened to with marked attention by the jury, the Court, and the mass of spectators which filled every available place in the spacious court-room.

District Attorney Abram Wanger followed with the closing argument for the Commonwealth. He reviewed the formidable array of evidence which had been produced against the prisoner, and pointed out the consistency of the theories of the State as based upon that evidence.

Upon the conclusion of Mr. Wanger's argument, Chief Judge Butler delivered the following charge to the jury:

*Gentlemen of the Jury*—The prisoner at the bar, as you have learned, is charged with murder. The case of the Commonwealth rests upon what is known as *circumstantial* evidence. And, indeed, where wilful, deliberate murder, contemplated beforehand, is committed, it rarely occurs that direct, positive evidence respecting it exists. Perpetrated as it usually is by lying in wait, by means of poison, or by falling upon the victim when no one is by, the only evidence must, commonly, be found in the *circumstances attending it*. And this character of evidence is ascertained by experience to be little, if any, less satisfactory than that which is known as direct or positive. Where the circumstances relied upon are properly established, and the inferences arising from each one, and from all of them combined, point naturally in one direction, there is no greater danger in following them to their conclusion than attends all human investigation. That we *may* err in such cases, is possible; but so we may where the evidence is direct or positive; the circumstances

*may*, possibly, mislead, but so may the eyes, or the ears, or the dishonesty of witnesses.

Now, turning to the evidence, we find that on the 11th day of July last, 1873, Gainer P. Moore passed Baer's Woods, on his way to Cochransville; he observed buzzards there in large numbers, and a very offensive odor. When returning home he entered the woods to ascertain the cause of what he had observed; and at the distance of about sixty-five feet from the turnpike he discovered (in his own language) "something mysteriously hidden," a small part of which was uncovered (doubtless by the birds), the balance concealed by means of leaves and a thin covering of earth, and with the dead limbs of trees placed lengthwise over it. Obtaining the aid of Mr. Rhoades, who lives some distance away, he returned to the place with a shovel. Upon the earth being raised up at the left side of the body, a bloody shirt was uncovered. Next the head was raised, and the body ascertained to be that of a man. At this time, the witness says, the face was quite white and natural, and he believes he could have recognized it had he been acquainted with the individual in life. It was now about half-past five o'clock in the evening. They left the grave in the condition described, and (after attempting to procure the aid of a man who drove by on the turnpike) went to Penningtonville, and notified the Deputy Coroner, Mr. Rambo. This gentleman, with several others, started for the place, and reached it, as they have said, about seven o'clock, being a little before sunset. Mr. Moore also again returned soon after. The color of the skin had now changed, and was quite dark—as you heard it described. The Deputy Coroner had the covering removed from the other parts of the body, and it was then seen that the legs and arms were off. That part of the abdomen which was exposed when Mr. Moore first entered the woods was open, the entrails had disappeared, a mass of semi-liquid corruption occupying their place. In another part of the woods, about sixty-five feet distant, the arms and legs were found, also under a slight covering of earth and leaves. The body, with the limbs, was removed to the turnpike, placed in a box, and then taken to Cochransville. At the grave in the woods, and at Cochransville, it was examined by Dr. Bailey (more critically at the latter place), and he has described to you the marks he found upon it. He says there was one opening in the side, between the third and fourth ribs, another, he thinks, between the fifth and sixth ribs, and another between the eighth and ninth, and that these openings were on a line; that he found another between the sixth and seventh ribs (farther towards the back), and another at the lower part of the breast-bone. How these openings or holes were made, the witness is unable to form any judgment, inasmuch as decomposition had probably changed their form when he saw them. He also found a small cut on the left side of the neck, about an inch above the collar-bone, not penetrating deeper than the skin, another incised or cutting

wound commencing on the left side of the neck, under the ear and on a line with it, running across the windpipe, opening it in two places. Also a small incised wound across the depression of the lower lip, not through the skin; and another wound across the bridge of the nose, breaking the bones and depressing them, apparently made with a blunt instrument of about the thickness of a spade. He also found that the front teeth, four above and four below, had been driven back into the mouth—two still adhering to the gum, and two lying loose upon the tongue.

Dr. Howard testified that he made an examination on the 18th of July; refers to the wounds on the nose and the mouth, and says the blows by which they were inflicted must necessarily have been very severe.

Now, were these remains those of one who had lost his life by violence?

The unusual place and unusual manner of interment; the mutilation by severance of the limbs, so as to prevent identification, and their separate concealment; the marks upon the body, and manifest evidence of violence about the neck, nose, and mouth; the bloody shirt found in the grave—all bear with great weight upon this question. If you find that a murder or homicide of any grade was committed, you would next pass to the question: Who was the man so killed? The Commonwealth alleges that it was *Winfield Scott Goss*. Was it?

Winfield Scott Goss resided in the city of Baltimore and its near vicinity in the year 1871 and the early part of '72. He was a brother-in-law of the prisoner. Mr. Barnitz, who knew him intimately, having been employed in the same establishment with him for some years, describes him as about five feet eight to nine inches in height, well-built, with an exceedingly prominent bust, very erect, with shoulders thrown far back, his form full, and in every way well developed, with dark eyes, a straight nose, a round, full face, dark brown hair, a little mixed with gray, a prominent forehead, and good teeth. Other witnesses similarly describe him—Mr. Carter saying that his teeth were very fine.

He had procured insurance on his life in several different companies, to a large amount—the first policy bearing date the 21st day of May, 1868, and the last the 25th day of January, 1872. On the night of the 2d of February, 1872, a frame shop, in which it is said he was engaged in gilding picture frames, and experimenting with a substitute for india-rubber, was found to be on fire. After it was consumed, or nearly so, the charred and blackened remains of a man were discovered in the cinders, lying near the chimney, which was about the centre of the building. Goss was no more seen in the neighborhood, and on the 23d day of the same month in which the fire occurred, his wife made application to the insurance companies for payment of the sum insured on his life. Payment being refused,

she commenced suits against them, the prisoner appearing as a witness in her behalf. Were the remains found in the fire those of Goss?

That Goss went to the building some time during the day preceding the fire, is clear. Joseph Loudenslager (the comments on whose testimony you will remember) says he saw Goss, in company with the prisoner, start on the afternoon of that day, from the city for this building, that they took with them a box four to five feet long, about fifteen inches in depth and width, containing, as the prisoner alleged, machinery for Goss's laboratory. Louis Engel testified that the prisoner and Gottlieb Engel came to his father's house (a short distance from the shop) after dark, saying the lamp at the shop had gone out, and desiring another to take over; that they did not start back immediately, but, in the language of the witness, "stopped about the house after the lamp was ready," and while still there, the prisoner, who went to the door to empty a tumbler or dipper, from which he had been drinking, saw the fire and gave the alarm; that he, the witness, the prisoner, and Gottlieb, ran over—the prisoner and Gottlieb falling a little behind; that when he reached the shop, it was in flames, and not long after the roof and upper part fell in, that he saw no attempt to enter the building or arrest the fire; that he heard no suggestion that any one might be inside, until after the building was burned nearly down, when the prisoner came and requested him to go to Baltimore and inform Goss's family of the fire and that Goss was missing. Sarah Moore, the colored woman, called by the defense, testifies that she was living at the time of the fire about one hundred yards from the shop; that, having occasion to go to her door, she saw Goss outside the shop, with a light in his hand, that it was dark and she did not see him in front, but observed his side face as he passed in, and heard him lock the door, that she then sat down to her supper, and soon after finishing it, discovered the shop to be on fire.

Mr. Smith testifies that he reached the fire when the building was all in flames; that he heard Mr. Cator complaining to the prisoner for not giving the alarm before the fire had gotten so far, if he supposed anybody to be within the building, asking him if he desired to create a false alarm by saying Goss's body was in the flames, and that the prisoner replied he was unacquainted with anybody about the place.

The witness says he then went nearer the fire, and procuring the assistance of Martin Quinn, found a body, and succeeded in dragging it out of the flames; that, seeing the prisoner again in the crowd, he asked him if he was going to leave the corpse there like that of a dog, while claiming it to be the remains of his brother; upon which the prisoner turned his back and made a noise as if crying. The corpse was then placed in a box, and taken to Mr. Lowndes's stable, where it was left for the night. The next morning, this witness says,



he went to the scene of the fire, as early as it was light enough to see, and sought among the ashes for Goss's watch and ring, finding nothing but a melted bottle, part of the door-hinge, and a few small bones. From the body the hands and feet were off; the skin was burned crisp and blackened, and identification by means of the features and expression was impossible. Mrs. Goss testifies that the corpse was brought home in the evening of the day following the fire; that she identified it as that of her husband. She says, however, she judged only by the size and shape of the head, the neck, and body; that in these respects it resembled him. This, it must be observed, falls short of identification—which can only result from observing some peculiar mark by which the individual may be known, or the peculiar expression formed by the features of the face. Mr. Arden, the step father of Mrs. Goss, who saw the corpse, also testifies that he observed the same resemblance to Goss in the head, neck, and body. Mrs. Arden, the mother of Mrs. Goss, says the body could not be recognized by reason of its condition, but that the shape of the head and body resembled those of Goss. Dr. Howard testifies that about one year after the fire he made a careful examination of this body and found it to be that of a man about five feet eight to ten inches in height, with full chest, and shoulders thrown back. This witness further says that upon a critical examination of the mouth, he found that one-half the teeth had been lost, many months, at least, before death—two of them directly in front, one being from the upper and the other from the lower jaw. This latter statement is important when considered in connection with that of the witnesses who have described Goss's teeth as regular and fine.

On the day preceding the fire, it is testified that Goss drew out of bank the balance standing in his favor, and his account there closed.

Was it his body that was found in the fire? If the inquiry stopped here, it might be unsafe to conclude that it was *not*. But the inquiry does not stop here; there is other evidence bearing upon this question, of a highly important character. On the 22d day of June following the fire, and while the suits referred to were pending, a man presented himself at the house of David Mullin, Cooperstown, asking to remain as a boarder, and giving his name as A. C. Wilson. Mr. Mullin says he remained until the 16th day of the next November, when he left for Athensville, about two miles distant. Here he remained one week, and then left, appearing at Mrs. Toombes's boarding-house, in Newark, on November 29th, where he remained nearly seven months. The witnesses who saw this man at Cooperstown and in Newark describe him as stoutly built, five feet eight to nine inches in height, full-chested, shoulders thrown back, with dark brown hair a little mixed with gray, good teeth, full, broad forehead, and having, when in Newark, mustache and side whiskers. The witnesses do not all precisely agree in describing his features, but unite

as regards his general appearance, and in saying that his face was fine. Several witnesses also state that he had a habit of drinking to excess. These witnesses further testify that he carried on some correspondence with Baltimore, where Goss had resided—sending letters and packages, and receiving others in return. One witness, Michael Olrey, testifies that, being acquainted in Baltimore, he conversed with Wilson about mutual acquaintances residing there. It is clear he knew the prisoner, for he received a visit from him while at Newark. A pair of pantaloons, which several witnesses recognized as Wilson's—left behind when quitting Newark—have been exhibited. They are darned in the seat, and are thus identified. Mrs. Toombes says she noticed that they were very short for him. Louis Engel testified that when Goss boarded in his father's family, near Baltimore, during the summer or fall preceding the fire, he had such a pair of pantaloons as those exhibited; says he, the witness, assisted Mrs. Goss to wash them; that he noticed the color, the cord on the side of the leg, and also observed that they were short for Goss when worn.

It is further shown that this man wore a large blood-stone ring, such, in general appearance, as the one exhibited here. Some of the witnesses testify that they *recognize* this as the same. Engel testifies that Goss had a similar ring, being in all respects like this; that he, the witness, wore it sometimes, and that he believes this to be the same; while Mrs. Goss, who describes her husband's ring as being of about the same size and of the same general appearance as this, says it was, according to her recollection, in some respects different. Whether it is possible for any of the witnesses to recognize the ring fully, so as to swear to its identity, is for you to determine. It would seem to the Court safer to conclude that the ring worn by Goss at Engel's and that seen on the man known as Wilson, were alike in size, shape, material and general appearance. A frock-coat is produced, which Mrs. Toombes identifies as a coat worn by Wilson, and left behind him when quitting her house. On this coat being exhibited to Mr. Hines, a tailor residing in Baltimore, he testified that he made one in all respects like it, being of precisely the same measure, for *Goss*. That while he cannot describe to you how he recognizes his own work upon this coat, he tells you that he believes he does. It is shown by several witnesses that Goss, while in Baltimore, had in his possession what is called a double ratchet screw-driver, very peculiar in its construction, and claimed to be his own invention. It is further shown that the man calling himself Wilson had a wooden model of this same screw-driver, which he claimed to have invented. Louis Engel testifies that when Goss boarded at their house, near Baltimore, he saw him and Udderzook a good deal together, and that Goss frequently called Udderzook "*Doctor*." Several of the witnesses who saw Udderzook and the man called Wilson together at Newark, testify that Wilson called Udderzook "*Doc*." The significance of the last-mentioned circumstances cannot be overlooked.

And now, following this evidence, designed to show similarity in person and apparel, in the habit of intemperance, possession of the screw-driver, and in the appellation or title used when addressing Udderzook, the Commonwealth has undertaken to prove the actual identity of Goss and the man known as Wilson, by exhibiting the photograph of Goss to the witnesses who were familiar with Wilson, some of them having been his room-mates in the boarding house. Were it possible to produce Goss himself before these witnesses, as he appeared in life, they would tell us, doubtless, whether he is the same man who was known to them as *Wilson*, and their judgment would be the highest and best source of information on this subject. As Goss cannot be so produced, possibly the next best means of judging of his identity with Wilson is obtained by producing his photograph (if it be a perfect one), and allowing these witnesses who were familiar with Wilson to base their judgment on it. The picture is of course a much less satisfactory means of judging than the presence of the individual would be, because it shows the face in a state of repose, not very frequently observed in the individual, and, showing it on a much smaller scale, the expression of the face is less distinct. Still, where a photograph is perfect, it shows an exact likeness to the extent presented, and can generally be recognized with great ease by those familiarly acquainted with the individual. The photograph exhibited here is shown to be that of *Goss*. Some of the witnesses who knew the man called Wilson, say this picture *looks like him*, that the shape of the forehead and face is like his, but they do not *recognize* the picture as his. Their testimony must not be overestimated. It goes no farther than to show resemblance. Other witnesses more familiar with this man, particularly some of those who boarded in the same house with him, say they *recognize* Wilson in this picture, one saying, he "sees the man in it," others, "it is him," and so on, in varied language expressing the same thing.

Too much importance should not be attached to the fact that these witnesses were not able to point out any particular feature by which they recognized the picture as his. If asked to point out the feature or features by which your most intimate friend is distinguished from others, you probably could not do it. Were you to refer to the size of the head, shape of his face, nose, or mouth, you would doubtless find that in all these respects he is not singular. But you recognize him instantly, and with absolute certainty, by the peculiar expression which results from the combined effect of all his features and his mind. And this you cannot describe, for words will not portray it.

In determining the weight to be attached to the testimony of the witnesses who say they recognize Wilson in the picture, or recognize the picture as his, it is important to remember that when they knew him his beard was different. What effect the change of beard would have had on the expression and appearance of the picture, you will judge. You will also bear in mind the comments of the defendant's

counsel on this testimony, and the fact that the prisoner's sister, who saw Wilson at Mr. Mullin's, says she does not see any likeness to him in this photograph. The Commonwealth has further undertaken to show that Goss and this man wrote, not only a similar, but the *same* hand. In this connection Emma Taylor testifies to the receipt of many letters or notes from Wilson, and a knowledge of his handwriting. Two letters—one of them addressed to Mr. Mullin, signed *A. C. Wilson*, being exhibited to her, she says, in her judgment, they are in his handwriting. On being shown another letter signed *W. S. Goss*, and testified by Mr. Butler (as he believes) to be in Goss's handwriting, she says that, in her judgment, this is the handwriting of Wilson. This witness, however, as you will remember, did not exhibit such accurate knowledge of Wilson's handwriting as to render her judgment in regard to it very reliable; and what she says should therefore be received with great caution.

John W. Butler testifies that he knew Goss intimately, and corresponded with him some years ago; that he knew his handwriting very well, and believes himself able to recognize it. The letter signed *W. S. Goss* (before mentioned) being shown him, he answered, "I believe this to be Goss's handwriting." The two letters signed *A. C. Wilson* (also before mentioned) being shown this witness, he answered, "that the writing, in his judgment, is that of *Goss*." The signature of *A. C. Wilson*, on the register of the Central Hotel, in Philadelphia, under date of —, being shown the witness, he answered that he would take this to be written by *Goss*, as also the signature on the register of the William Penn Hotel, though in respect to these single signatures his judgment is less distinct than that expressed in regard to the letters. The intelligence manifested by this witness, as well as the caution observed in expressing his judgment, should be considered in estimating the value of his testimony.

Franklin Mills testifies that he knew the man called Wilson, and upon one occasion, when sitting at his side, discovered a small scar running up into his hair on the side of his forehead—that he had never noticed it before. Mrs. Goss testified that her husband had no scar upon him. You have heard the comments of counsel in respect to this, and will determine what weight this contradiction should have, but in doing so will remember that Mr. Mills speaks of the man more than a year after Mrs. Goss had last seen her husband.

Now, was this man, called Wilson at Cooperstown and Newark, Winfield Scott Goss under an assumed name?

If he was, you will judge whether the conclusion is or is not reasonable, that he had entered into a scheme to obtain money fraudulently from the insurance companies, and that the burning of his shop was a part of this scheme. If you reach this conclusion, a reason will be found for his appearance in Pennsylvania and New Jersey under an assumed name. Still, if you find that this man was



Goss under an assumed name, you will have made but a step towards finding that the remains discovered in the woods were his. But now (if this was Goss) we have him in Newark on the evening of the 25th day of June, sixteen days preceding the discovery in the woods. He then started for Philadelphia. Mrs. Toombes testifies that, three days later, he wrote to her from Philadelphia under date of the 28th. Francis Jacobs testifies that he is clerk and bar-tender at the William Penn Hotel, in Philadelphia; that in the forenoon of the 26th (the day after this man left Mrs. Toombes's), a man came to the hotel, representing himself to be A. C. Wilson, and registering this as his name. The witness describes him, and being shown the photograph exhibited here, says it looks like this man. He is unable to describe any other stranger who called about that time or since, and says he did not recognize the resemblance in the photograph until told whose it was. You will judge whether this witness can truly describe this man as he undertakes to do, and whether he does see the resemblance in the picture to which he testifies. That a man came to the hotel, representing himself to be A. C. Wilson, that the witness saw him register his name, that he stayed till the next day, that the prisoner visited him, occupying the same room, and went away with him the next day, the witness is positive. The register is produced, and the name A. C. Wilson appears upon it; and this signature, as we have seen, Miss Taylor and Mr. Butler expressed the judgment is in the handwriting of Goss. If this witness is believed, it was on the morning of the 27th that the prisoner and this man left the William Penn. Where they went at that time does not appear.

On the evening of the following day, the prisoner was seen upon the train at Wilmington, by Mr. Hodgson, who rode with him to Philadelphia. We do not observe any conflict between the testimony of Mr. Hodgson and that of Mr. Jacobs—because we fail to see inconsistency between the facts to which they speak. Two days later, Francis Pyle, who lives near West Grove, in this county, testifies that the prisoner, in company with another man, came to his place. He says he had known the prisoner formerly, and recognized him. Mrs. Pyle and the little boy, Elmer Pyle, also saw the men there, and say they recognize the prisoner as one of them. Mr. Pyle and the boy describe the appearance and parts of the dress of the other, referring to his build, his whiskers and mustache. Mrs. Pyle saw but little of him and was not very near. Mr. Pyle says he wore gaiters like those shown here, and had a ring on his finger. Upon being shown the photograph, he says it looks like a picture of this man. The son also, in addition to the general description, says this man wore gaiters, had eye-glasses, and that when they were together under the cherry-tree this man called the prisoner "Doctor." This last circumstance, if true, is very significant, for, as we have seen (if the witnesses are believed), this is the same appellation by which Goss, in Baltimore, and the man calling himself Wilson, in Newark, addressed Udderzook.



From Mr. Pyle's place these men went in the direction of Jenner-ville. In the evening of the same day Mr. Jefferis, Mrs. Jefferis, and Mr. Townley, testify that the prisoner, with another man, appeared at the hotel of Mr. Jefferis, in Jennerville. These witnesses recognize the prisoner, as does also Mr. Wallace, who saw him there and had known him before. They describe the other man as about five feet eight to nine inches in height, good-looking, full-breasted, straight, with shoulders thrown back, mustache and side whiskers of a dark color, Mrs. Jefferis saying that she at the time thought he was the straightest man she had ever seen. On being shown the photograph before referred to, these witnesses also say the picture resembles this man. The next morning—being the 1st of July—it is shown (if the testimony is believed) that the prisoner obtained a horse of Mr. Patchell, living near by, and visited his brother-in-law, Samuel Rhoades, who resides a short distance from Penningtonville.

Here he was recognized by Mr. Rhoades and his wife, who is the prisoner's sister. They testify that he spoke of the man he had left behind at Jennerville, and Mr. Rhoades says he described him as a man "having no one to look after him, who had been lost for a long time, and was supposed by everybody to be dead, one whom the prisoner had had at Newark, or New York (the sound being so much alike that the witness is not certain which), and Philadelphia." The bearing of this description upon the identity of the man left behind is most important. You will judge whether it does or does not describe Goss and the man known at Newark as Wilson with great certainty: "Lost for a long time, supposed by everybody to be dead, whom he (the prisoner) had had at Newark (or New York) and Philadelphia." On the evening of the same day, the prisoner having hired a carriage and horse at Penningtonville, went to Jennerville, took the man he had left there in, and started back. When he reached Penningtonville in the night, this man was gone, and was no more seen alive. Baer's Woods is by the roadside. Were the remains found there his? The last time seen he was going in that direction. If Mr. Rhoades is believed, the prisoner had *contemplated* leaving him in the woods.

When the remains were first uncovered, Mr. Moore testifies that the face was white and natural; says he looked to ascertain whether he could identify it, and believed at the time, and does still, that he could if he had known it. On being shown the picture before referred to, he says it bears a resemblance to that face. This, standing alone, would be of no value, because of its uncertainty. But Mr. Moore, and others who saw the remains that evening and the next day, say the upper lip presented the same appearance as the cheeks did where the whiskers came off on being touched, showing that the man had worn a mustache with side whiskers; that his hair was dark brown, mixed a little with gray; and Dr. Howard, as well as all the witnesses who examined the remains with care, says the forehead was square

and straight, the face fine, chest full, shoulders well thrown back, the person very erect, and teeth regular and good. You will judge whether this is or not an accurate description of the man we have been following. In the same grave a shirt was found. It is not identified, for there are no marks upon it by which to distinguish it from others. There are many such, as Mr. Crockett testifies, but this witness says he sold a shirt in all respects like this, in Newark, to a man called Wilson, as he was informed; and Mrs. Toombes testifies that Wilson had such a shirt, showing another point of resemblance.

Then again, a pair of congress gaiters are found upon the feet, resembling those worn by the man we have been following. But a more remarkable and striking resemblance still is found in the fact that this man's gaiters were marked No. 8, on the inside near the top (if Mrs. Toombes is believed, of which you will judge), and had recently (as Mr. Saurine testifies) been half-soled, and the gaiters found on these remains exhibit a similar number, in the same place, and a similar condition in respect to the soles. Now, you will determine whether these are the remains of the man we have been following. If they are, and this man was *Goss*, then did the prisoner take his life?

In starting upon this inquiry the first thought that presents itself is, had the prisoner any motive to commit this crime? If the remains are those of *Goss*, you will still judge, as before remarked, whether he had not entered into a scheme to defraud the insurance companies by hiding himself from the world and endeavoring to create the belief that he was dead. And if he did enter into such a scheme, you will further judge whether the conclusion is or is not reasonable, that the prisoner had also entered into this scheme. For it would follow that while *Goss* was thus alive under an assumed name, and while the prisoner knew this, for (according to the testimony, as we have seen) he visited him at Newark on the 11th of May, he appeared as a witness, on the 28th day of the same month, to prove his death; not, it is true, by swearing directly that he was dead, but by swearing to circumstances by which he sought to create that impression—and the result is the same. If it is true that the prisoner had united in such a scheme, it was very important to him that the existence of *Goss* should not come to light; for if it did, not only would the scheme fail, but the prisoner become liable to prosecution for conspiracy and perjury. If you find such motive existed, then you will judge whether the disappearance of *Goss* from the neighborhood in which he was known, and his reported death, did not invite the commission of the crime by reason of the immunity from discovery which these circumstances tended to afford. Still, a motive to commit the crime, and such opportunity to gratify it, would be of no consequence in the absence of evidence that the prisoner did commit it. Then what is the evidence that he did?

If Wilson was *Goss* under an assumed name, and the remains

found in the woods were his, then we have found the prisoner and Goss together on the 1st day of July. On the evening of this day, as we have further seen, the prisoner visited his brother-in-law, Samuel Rhoades, whose testimony I will now read: [The evidence of Rhoades was here read by the Court.]

This witness and his testimony have been criticised by counsel, and you will determine what weight his statements should receive. In this connection it is important to remember that he exhibited the prisoner's letter, referred to, soon after it was received, and reported to his neighbors the interview, detailed here, almost immediately upon its occurrence. You will also remember the testimony heard respecting his character for truth-telling; and will examine the prisoner's letter, to see whether it does not corroborate his statements. That letter appears by the envelope to have been forwarded in the preceding December, and Mr. Rhoades testified that it was received at that time.

On the evening of the same day after the interview with Rhoades, as night was coming on, the prisoner started with the man by his side in the direction of Penningtonville. Baer's Woods is about nine miles from the place of meeting, and in this direction the parties were going when last seen. John Hurley, who lives within a short distance of the woods, testifies that his wife, in the night, aroused him to hear a noise in that direction. That he distinctly heard hallooing, and distinguished the voices of two individuals, but could not distinguish any expression except the exclamation "Oh!" That about daylight the following morning he discovered smoke arising from a fire in the woods; and several other witnesses testify to having seen fire in the woods on that morning.

Now, if the remains found in the woods are those of the man who started with the prisoner from Jennerville, you will judge whether the prisoner did or did not carry out the design which Rhoades says he expressed in the interview a few hours previous; whether the hallooing testified to by Hurley as heard that night did not come from this man; and whether the smoke seen did not issue from a fire that consumed the bloody garments (as well of the perpetrator as of the victim), and other evidences of the crime. It is further shown that about twelve o'clock the same night the prisoner returned the vehicle to the stable at Penningtonville. The iron supporting the dasher on the left side, where the man was sitting when last seen, was broken, and the leather bent forward; two of the bows supporting the top, on the same side, were broken from the bed, and swinging loose. The oil-cloth that had covered the floor was torn out and gone; the blanket and sheet that had accompanied the wagon were missing. What had become of them? Had they been stained with blood and consumed in the fire? After discovery of the body in the woods, the floor of the wagon was examined, and red spots, apparently made by blood, were observable on the edges of the boards

forming the bottom, and underneath where it appeared to have spread. Dr. Howard testifies that, having applied microscopic and analytical tests to these spots, he ascertained them to be made by blood.

Where the prisoner spent the balance of the night after returning the vehicle, does not appear; he was seen early the next morning entering Cochranville on foot. Later in the day he was met still on foot going in the direction of Jennerville. On the evening of the same day, about six o'clock, he appeared at Penn Station, on the Philadelphia and Baltimore Railroad, where he took the train east, getting off again at West Grove—this being the point at which he and his former companion had (according to his own statement), left the train two days before. In a short time he reappeared, carrying a carpet-bag or valise, and entered the train going westward. At Penn Station he again left it, and passed in the direction of Mr. Miller's, where his mother resided. On the next day—being the 3d of July—he took the train for Baltimore. When arrested he made a statement, which you have heard; and you will judge whether it is consistent with probabilities, or finds any countenance in the ascertained facts of the cause. We now repeat the questions before stated: First, were the remains found in Baer's Woods those of Winfield Scott Goss? Second, if they were, did the prisoner at the bar take his life? Both these questions must be found against the prisoner before he can be convicted. In passing upon them you will carefully weigh all the evidence, as well as the comments of counsel upon it; and will also consider the testimony which the prisoner has produced in regard to his former character.

If you convict him you must determine the *grade* of his crime. That it is *murder*, if he is guilty at all, has not been questioned by his counsel. But in Pennsylvania the Legislature, considering the difference in guilt, where a deliberate intention to kill exists, and where no such deliberate intention appears, has distinguished murder into two degrees—murder of the *first* and murder of the *second degree*; and required the jury trying the accused, if it finds him guilty, to ascertain and find by their verdict whether it be murder of the first or murder of the second degree; and has further provided that "Murder which shall be perpetrated by means of poison or lying in wait, or by any other kind of willful, deliberate, and premeditated killing, shall be murder in the first degree; and all other kinds of murder shall be deemed murder of the second degree."

Then, if the defendant is guilty, is it of murder of the *first*, or murder of the *second degree*?

If the prisoner is guilty of killing Goss, you will determine whether it is not plain that the crime was contemplated beforehand, and the killing willful and deliberate? The circumstances bearing upon this question have been so fully stated, in treating other parts of the cause, and must be so distinctly present in your minds, that we need not repeat them here.

Still this question is for you alone to determine, and if you convict the prisoner you must say whether it is of murder in the first or second degree.

In conclusion, we urge upon you to bear constantly in mind its great importance. To the prisoner it involves everything of earthly desire. You will, therefore, give to the facts not only their most reasonable construction, but also their most charitable and merciful construction; and if, when thus considered, they fail to satisfy you of his guilt, you will acquit him, regardless of all consequences—and he is entitled to the benefit of every reasonable doubt. A doubt, however, is not a mere *possibility* that the prisoner may not be guilty, but an honest hesitation of the mind arising from want of proof.

If, on the other hand, the facts satisfy you of his guilt, you must convict him. In such case no consideration of pity or mercy can influence you. To the tender appeal made by the presence of wife and children you must turn a deaf ear. To listen to it would be more than a mistake; it would be a crime—a crime against the innocent—against society. With the consequences which may attend conviction, you have nothing to do; they rest upon others. If the evidence *satisfies* your minds of his guilt, you have no choice. Following the pathway of the evidence you can turn neither to the right nor to the left, but must accept the conclusion to which the facts lead. If you entertain views unfavorable to capital punishment, you must disregard them here, remembering that it is not the jury, but the law, that inflicts the punishment. The jury does not pronounce the sentence, which condemns to death, but simply determines whether the prisoner has committed the crime.

You will now take the case, and forgetting everything, but the law, the evidence and your duty, will pass an honest, deliberate, and fearless judgment between the Commonwealth and the prisoner.

The jury retired on Friday afternoon, November 7th, and on Sunday morning they sent a written request to see the Judge. They were brought back into open court, where Judge Butler received them in presence of counsel and prisoner, and informed them he would hear their request. The foreman said that they desired more light in regard to the evidence of Dr. Bailey. The Court sent for its notes and read the desired evidence very carefully. The foreman then said that the counsel had particularly called their attention to sundry papers, which they were charged to examine carefully, but which had not been given to them. The Court said they would send for the papers and place them before them, which was done. The jury then retired to their rooms, and the court adjourned.



At two o'clock P. M. the court was reopened on information that the jury had agreed, and the prisoner was brought in.

The Clerk then asked: Gentlemen of the jury, have you agreed upon your verdict?

*Mr. Morton* (foreman).—Yes.

*Clerk*.—What say you in the issue joined between the Commonwealth of Pennsylvania and William E. Udderzook, defendant—do you find him guilty in manner and form as he stands indicted, or not guilty?

*Foreman*.—Guilty of murder in the first degree.

*Judge Butler* said: Gentlemen, your duties have been arduous and painful, and we have sympathized with you very deeply. We now discharge you, and for the careful and patient manner in which you have fulfilled your duty, you are entitled to the thanks of your fellow-citizens.

*Mr. Perdue*, of the prisoner's counsel, made a motion for a new trial. He was told that he had four days in which to file his reasons. The prisoner was remanded back to jail, and the court adjourned.

## V.

On Tuesday afternoon, the 8th of December following, the testimony for a new trial of William E. Udderzook commenced. *Mr. Perdue* said the motion for a new trial rested mainly on the reason that two of the jurors had expressed opinions in regard to the murder, previous to the trial; also upon the reason that the Court erred in sending the *Dr. Steele* letter to the jury for examination and comparison. The next subject spoken of by *Mr. Perdue* was that of permitting photographs to be used in the identification of dead bodies. A little evidence was produced to show that *Arnold Nichols*, the twelfth juror, had expressed an opinion as to the guilt or innocence of Udderzook.

*Mr. Hayes* addressed the Court in behalf of the Commonwealth. He spoke disparagingly of the testimony in regard to the statements alleged to have been made by *Nichols*. He said: "It is a fact that *Nichols* was accepted as a juror by the defense, after he admitted that he expressed an opinion in regard to the guilt or innocence of the prisoner." He continued: "I submit to your Honor that, from the testimony, we can find

no malevolence in Nichols's statements. It has been shown that he expressed a desire not to be put upon the jury, immediately before he was called." Mr. Hayes made a few remarks upon the letters which were sent to the jury, and argued in support of the use of the photographs for the purposes of identification. As soon as the argument on behalf of the Commonwealth was finished, Wayne McVeagh arose and said:

There are two questions to be considered in this argument. The first is in the delivery of the letters to the jury, on the Sunday upon which the verdict was rendered.

If these letters had been given to the jury in the beginning, before they had determined to decide the one way or the other, they would have been much less dangerous than after they had been deliberating for a day and a half or two days upon the matter. The Court may feel that when the jury ask for these things they should receive them; but I think this is more dangerous than if they had had them in the beginning. Undue importance would be attached to the slightest trifle, after having deliberated for so long a time without reaching any conclusion. In the jury-room, perhaps, an immaterial difference may have arisen, and after hours of wrangling they agree to ask for testimony which would settle the dispute, and each side agrees to come over to the other in case of its being decided adversely. The letters are taken out and the opinion of one side upon the immaterial dispute is corroborated, and then the verdict is rendered, having been reached by an artificial bridge.

I next speak of the testimony in regard to Arnold Nichols . . . you have heard the statements of these witnesses, and the denials of them by Nichols. Can your Honors hesitate to give the prisoner the benefit of this doubt? . . . You will ask yourselves whether this man, as a juror, answers the requirements of the Constitution and the law. In the selection of the jury we must act hastily, and will necessarily often make mistakes. Nor is there any help for it, if, after accepting a man, you find you are misled and that he is unfit. Now, we only ask for a jury of fair minds. To that right we are entitled. I know that it is the natural disposition of this world to let things remain as they are, and to take a verdict as final. But I venture to urge, as reasons for setting this verdict aside, the facts in reference to this man Nichols, and I submit to the Court whether it is possible to constitute him such a juror as the Constitution prescribes.

Upon reconvening of the court on Saturday, the 12th day of December, Judge Butler announced the disposition of the Udderzook case, as follows:

*Commonwealth v. Udderzoek* -- The first and fourth reasons on which the demand for a new trial is founded have been abandoned.

The propriety of using the photograph of Goss, to aid in his identification, under the assumed name of Wilson, we do not doubt. Nor do we doubt the propriety of granting the request of the jury to see the letter signed by Goss, which was in evidence.

The testimony relating to Mr. Wilson, one of the jurors, fails to show any expression of opinion previous to the trial, and, in the judgment of the Court, is not deserving of further notice.

That relating to Mr. Nichols, another juror, does show expressions of opinion; but this is no more than the juror stated when called to the box. It is urged, however, that the language used by him, as testified to by Lewis Powell, shows that this juror did not come to the trial with impartial mind. Without enlarging upon the testimony of Mr. Powell, it is sufficient to say, that it did not impress the Court favorably as respects the witness himself. His admission on being recalled, that Mr. Nichols was *intoxicated* at the time to which he had previously referred, and his voluntary addition that he was not "more so, however, than he commonly is," did not seem to indicate an unbiased mind towards the juror. With Mr. Nichols's denial we do not regard the objectionable expressions as proved. But if this were otherwise, and Mr. Nichols under the influence of liquor at the time, his language might well be regarded as an exaggerated expression of opinion resulting from the excitement of liquor. In the subsequent statement, that he did not believe the prisoner guilty, or did not believe the evidence would convict (and the witness cannot be relied upon for the exact language used), we do not see the evidence of evil mind towards the prisoner, suggested by counsel. The judgments of men are very diverse, and it is not improbable that many honest and impartial persons entertain this view.

District Attorney Wanger then moved that the judgment and sentence of the Court in vindication of the law be passed upon the prisoner. Judge Butler then delivered the sentence, as follows:

An impartial trial, in which you were prosecuted with fairness and liberality and defended with zeal and ability, has resulted in your conviction of murder in the first degree. And this result is *just*.

That the corpse found in Baer's Woods was that of Winfield Scott Goss is not open to doubt. From the building on the York Road, which was burned to cover the flight of this man, he is traced with unerring certainty to the desolate grave in the woods. Changing his name, and seeking to hide himself, he yet left behind, wherever he went, evidences of identity that preclude all danger of mistake. His striking peculiarity of person, his habit of intemperance, the remarkable ring he wore, his handwriting, parts of his dress left behind, his

photograph, recognized wherever he went, and especially his "patent screw-driver," exhibited from time to time, his peculiar habit of addressing you by the title of "Doctor," and your own graphic description of him to Rhoades "as a man who had been lost for a long time, and was supposed to be dead," enable us to identify Goss in the man called "Wilson" with as much certainty as if he had worn his proper name.

Traced from place to place, a few days before the body was discovered he was seen in the vicinity of Baer's Woods, going in that direction, and was not seen alive thereafter. You, who were there with him, had informed Rhoades, only a few hours before, that the woods was his contemplated destination. When the grave was opened, the same remarkable personal peculiarities of Goss were found in the corpse—the resemblance agreeing in everything, down to the color of the hair, the shape of the whiskers, and the length of the unshaven beard. The ring was gone from the finger, but it was found virtually in your possession—upon the seat of the vehicle in which you had been riding. All his clothes, save the shoes and shirt, had been destroyed, but these remaining articles resembled his so closely that the shoes are virtually identified as the same. They were not only similar in kind, but were peculiarly marked in two respects, as his had been. We repeat, with unerring certainty Goss is traced to this grave. And with the same certainty is his murder traced to you. First, it is shown that you had a motive to commit the crime: the success of your schemes, as well as your personal safety, counselled, if they did not demand it. Second, it is shown that you expressed your purpose to do it—at first dimly, as in the letter of December, and afterwards distinctly, as in the conversation with Rhoades. And thirdly, it is shown that you did it. Five days preceding the event he left the William Penn Hotel in your company; three days later he is found in this county, still in your company, manifestly under your influence, passing westward, and shunning observation. In the evening of the next day, as night came on, he was again seen in your company seated by your side in the vehicle procured at Penningtonville—*now* in the neighborhood of *Baer's Woods* and going in that direction. Thus you were with him immediately preceding his death, near to, and approaching the place where found; directly after you were alone, and he was no more seen alive; the vehicle in which you were riding together was broken, the carpeting torn from its floor, the blankets missing, and the floor stained with blood. But a few hours previous you had expressed your purpose to commit the crime, and sought the aid of your brother-in-law in its accomplishment.

To the crushing weight of these terrible facts you opposed nothing but an improbable, inconsistent statement, proved to be untrue in some respects, and supported by evidence in none. No rational mind with this knowledge can entertain a doubt of your guilt.

And it is not the guilt of an ordinary murder. With full average mind and fair intelligence you entered upon a gigantic scheme of fraud. An element in this scheme was the false assertion of Goss's death, supported by fictitious appearances—the creation of your acts—supplemented by your perjury. Possessed of a strong will, you carried this scheme almost to successful accomplishment. When, at length, threatened with discovery, your plans and your personal safety endangered, you resolved to secure yourself by taking the life of your accomplice in this crime. You had known him long and intimately, and were closely connected with him by marriage. You had obtained his confidence, and he seemed to follow your suggestions with unquestioning trust. You dragged his weary feet from place to place, under pretence of seeking an asylum where he might still be secure. At length you reached the neighborhood familiar to your youth—where it might well have been hoped the recollections of that better, purer time in your life would have awakened some spark of tenderness and arrested your cruel hand. But here—resolutely and fatally bent on your wicked purpose—as evening faded into night you committed this most horrible of crimes. Leaving your victim for a time, you returned at the solemn hour of midnight, and with the peaceful stars looking down upon you, and the sad appealing eyes gazing up, you carved and quartered him as if he were a dog, spending the night in a futile effort to cover up the evidence of your guilt. Then, visiting your aged mother, you returned to your wife and children, with as little apparent concern as a man returns from a journey of pleasure. The long record of crime scarce furnishes a parallel to this case.

These things are not said to increase the misery of your present situation, but to vindicate the sentence which the law is about to pronounce. Nor are they said without sorrow; for we are not unmindful that human justice is imperfect; that the weakness of your moral nature and the force of your temptation cannot enter into its judgment. That they will be considered and justly weighed in the balance by Him who knows the secret troubles of the soul, whose justice is perfect, and whose mercy is boundless, we cannot doubt.

The three judges here arose, and the sentence proper was given as follows:

The Court does now order and adjudge that you, Wm. E. Udderzook, be removed hence to the prison from whence you came, and there be closely confined until such a day as the Governor may appoint, when you shall be taken from thence, and hanged by the neck until you are dead. May God have mercy on your soul.

During the passing of the sentence, Judge Butler was very much moved, showing how keenly he felt the terrible importance of so unpleasant a duty, and when he had finished he



reclined back in his chair, and placing his hands over his eyes, so remained for several minutes.

Udderzook, throughout the trying ordeal, changed some little in color, and showed some nervousness; but when the sentence was concluded, he, at the direction of Mr. Perdue, took his seat in an orderly manner, with not a tear or show of fear evident. After the sentence was delivered the Judge ordered the sheriff to take the prisoner back to jail.

## VI.

The counsel for the defendant had taken a great number of exceptions during the trial, but not one of them was ultimately sustained. On July 2, 1874, the Supreme Court of Pennsylvania, sitting *in banc*, affirmed the sentence of death. Chief Justice Agnew delivered the opinion, which is of special interest, covering as it does the question upon the admissibility of photographs in evidence.

*William E. Udderzook v. The Commonwealth.*—Error to the Court of Oyer and Terminer of Chester County. Eastern District. Opinion of the Court. Agnew, Chief Justice:—This is indeed a strange case. A combination by two to cheat insurance companies, and a murder of one by the other to reap the fruit of the fraud. The great question in the case was the identity of A. C. Wilson as W. S. Goss. This was established by a variety of circumstances and many witnesses, leaving no doubt that Goss and Wilson were the same person, and that the body found in Baer's Woods was that of Goss. All the bills of exceptions, except one, relate to this question of identity, the most material relating to the use of a photograph of Goss. This photograph, taken in Baltimore on the same plate with a gentleman named Langley, was thereby proved by him, and also the artist who took it. Many objections were made to the use of this photograph, the chief being to the offer of it to identify Wilson as Goss, the prisoner's counsel regarding this use of it as certainly incompetent. That a portrait or a miniature painting from life, and proved to resemble the person, may be used to identify him, cannot be doubted; though, like all other evidences of identity, it is open to disproof or doubt, and must be determined by the jury. There seems to be no reason why a photograph, proved to be taken from life and to resemble the person photographed, should not fill the same measure of evidence. It is true that the photographs we see are not the original likeness, and their lines are not traced by the hands of the artist, nor can the artist be called to testify that he faithfully lined the portrait. They are but paper copies taken from the original plate, called the nega-

tive, made sensitive by chemicals and printed upon by sunlight through the camera. It is a result of art guided by certain principles of science. In the case before us such a photograph of the man Goss was presented to a witness who had never seen him, so far as he knew, but who had seen a man known to him as Wilson. The purpose was to show that Goss and Wilson were one and the same person. It is evident that competency of the evidence in such a case depends on the reliability of the photograph as a work of art, and this, in the case before us, in which no proof was made by experts of this reliability, must depend upon the judicial cognizance we may take of photographs as an established means of producing a correct likeness. The daguerrean process was first given to the world in 1839. It was soon followed by photography, of which we have had nearly a generation's experience. It has become a customary and a common mode of taking and preserving views as well as the likenesses of persons, and has obtained universal assent to the correctness of its delineations. We know that its principles are derived from science, that the images on the plate, worked by the rays of light through the camera, were dependent on the same general laws which produce the images of outward forms upon the retina through the lens of the eye. The process has become one in general use; so common we cannot refuse to take judicial cognizance of it as a proper means of producing correct likenesses. But, happily, the proof of identity in this case is not dependent on the photograph alone. Letters from Wilson, identified as the handwriting of Goss; a peculiar ring belonging to Goss, worn upon the finger of Wilson; the recognition by Wilson of A. C. Goss as his brother; packages addressed to A. C. Goss, and envelopes bearing the marks of the firm with which W. S. Goss had been employed, coming and going to and from Baltimore, and many other circumstances following up the man Wilson, leave no doubt of his identity as Goss, independent of the photographer. The objection to the proof of Goss's habits of intoxication is equally untenable. True, the habit is common to many, and, alone, would have little weight. But habits are a means of identification, though with strength in proportion to their peculiarity. The weight of the habit was a matter for the jury. It is unnecessary to follow the bill of exceptions in detail. They all relate to the facts and circumstances bearing on the question of identity. If the bills of exceptions are many, they only denote that the circumstances were numerous, and in this multiplication consists the strength of the proof.

They are many links in a chain so long it encircled the prisoner in a double fold. There was no error in permitting the jury, after their return into the court for further instructions, to take out with them, at their own request, the letter, check, due bill, and applications for insurance—papers which had been proved, read in evidence, and commented on in the trial. The appearance, contents, and hand-

writing of the documents were, no doubt, important to be inspected by the jury, who could not be expected to carry all these features in their minds. It is customary in murder cases to permit the jury to take out, for their examination, the clothing worn by the deceased, exhibiting its condition, the rent made in it, the instrument of death, and all things proved and given in evidence bearing on the commission of the offense. We discern no error in this record and therefore affirm the sentence and judgment of the Court below, and order this record to be remitted for execution.

## VII.

Strenuous efforts were now made by the counsel and immediate friends of the prisoner to obtain a pardon or a commutation of sentence. A hearing upon this took place before the Board of Pardons, in Harrisburg, Pennsylvania, on the 8th of October, 1874. The result was unfavorable to the petitioner, and a few days afterwards Joseph F. Perdue, Esq., one of the counsel for Udderzook, received the following letter from Governor Hartranft:

EXECUTIVE CHAMBER, HARRISBURG,  
JOS. F. PERDUE, ESQ., OCT. 12, 1874.  
WEST CHESTER, PA.:

Dear Sir.—After careful consideration of the facts in the case of William E. Udderzook, I believe it to be my duty to issue the warrant for execution.

I am yours, with great respect,

J. F. HARTRANFT.

Upon receipt of this letter, Mr. Perdue immediately proceeded to the jail to acquaint the prisoner, accompanied by two other gentlemen whom he had requested to go with him. Upon entering the cell of the wretched man, Udderzook read at a glance, in the countenance of his counsel, that the mission was of a serious character; and taking him by the arm, he led him to the farthest corner of the cell and asked, "Have you my death-warrant?" Mr. Perdue replied that he had not, but he had what was substantially the same thing, and then read to him the letter from the Governor. At the conclusion of the reading, Udderzook expressed his disapproval of the action of the Board of Pardons, and also of that of the lower Court in not granting him a new trial. "But," said he, straightening himself up and assuming an air of injured innocence, "they

have all the way long thirsted—plotted for my life—and now they can have it." He said to Mr. Perdue that he had been well and ably defended, and gave his hand to attest his feeling of the truthfulness and sincerity of his remark. In the afternoon succeeding this interview with his counsel, the aged mother of the prisoner appeared at the jail, and upon her solicitation was shown to the cell of her unhappy son. The interview was a protracted one, and the scene is said to have been most pathetic.

The death-warrant soon followed, and was read to Udderzook, in his cell, by the Sheriff, in the presence of the prisoner's counsel, the District Attorney, and several other gentlemen. The warrant required David Gill, High Sheriff of the County of Chester, to cause the sentence of the Court to be executed upon Udderzook, between the hours of ten o'clock in the forenoon and three in the afternoon of Thursday, the 12th day of November, 1874.

During the reading the prisoner stood with bowed head and clasped hands, and listened with seeming attentiveness. When the Sheriff had concluded, that officer remarked to the doomed man, "I hope you'll be prepared," to which the prisoner replied, "You said the 12th of next month?" and the Sheriff responded, "Yes." "That," said Udderzook, "is just four weeks from to-day. I am thankful I have that much time given me to prepare. If any of you were in my situation, you would think this time very short, but I am thankful it is so long—thankful that I am granted sufficient time to prepare for the worst. I suppose those who busied themselves in working against me thought they were discharging their duty—they may have been. The Governor, I suppose, thought he did his duty; also the officers of the Supreme Court of the State, and the Court that tried me here, and the Commonwealth's officers, and the insurance agents—all thought they were performing acts such as their duties demanded. There were some things done falsely, but I hold no malice towards any one. I forgive them all." It is not probable these were the exact words used by Udderzook, for he was incapable of expressing himself so concisely. But they, no doubt, faithfully express the ideas he intended to convey, although dressed in the words of one of his auditors.

During the four weeks intervening between the reception of his death-warrant and his execution, Udderzook busied himself in writing, but destroyed his manuscripts without making public their contents. He wrote letters to every member of his family, and expressed a desire to make a speech upon the scaffold, but from this he was dissuaded. One of his letters written for publication, dated October 19th, 1874, and addressed "To the world and my loved ones," appeared in the newspapers of that date. In that letter he says (correcting some errors of orthography): "It is my desire that my remains will rest in Baltimore, if not in the same lot, at least in the same cemetery with those of Mr. W. S. Goss, a friend ever dear to me, that our bodies may return to the mother dust, and our spirits may mingle together on the bright, sunny banks of deliverance, where pleasures never end. . . . I hope the time is not far distant when the people will see the danger of prepared and bought testimony, and a pre-arranged design aided by thousands of dollars."

He reiterates his innocence; and intimates to his "readers" an obscure, prophetic alarm as to what the *insurance companies* will do.

The execution of the murderer was consummated shortly after noon of the 12th day of November, 1874. It was attended with the least possible ceremony, everything being conducted by Sheriff Gill "decently and in order." Udderzook made no allusion to his guilt or innocence while upon the scaffold, nor did he appear disconcerted to any noticeable extent.

He died manifesting the same spirit of arrogance that had been so conspicuous in him from the night of the fire on the York Road.

#### ANGIE STEWART, THE MURDERED CHILD.

On the evening of December 5, 1867, a fire broke out in the basement of a frame dwelling-house in the village of Canaan, Columbia County, New York. As other dwellings were in close proximity, the neighbors hastened to the burning building in response to the alarm. The house was unoccupied, excepting the basement story, which had been rented temporarily to a man known as Joseph Brown, a painter by



trade, who recently had arrived in the village, and who was accompanied by a woman, "Josephine," whom he called his wife, and a little girl, "Angie," whom he called his daughter. The fire was subdued quickly, having been confined principally to the basement pantry, where it had been smouldering some time before discovery. All of the outside doors of the house were found to be locked, and, upon effecting a forced entrance into the basement kitchen, the neighbors found the pantry door tightly closed. After getting it opened and extinguishing the fire therein, the dead body of little Angie was discovered underneath a pile of partially burned rubbish. Brown and his wife were absent at a neighboring house at the time, and did not reach the scene of the fire until after the charred remains of the little girl had been recovered, and the fire wholly extinguished. The attendant circumstances were so questionable as to give rise to startling rumors, but these finally quieted down, and the superficially conducted inquest of the coroner gave credence to a generally accepted theory that the child, while temporarily left alone in the house, had attempted to fill a lighted kerosene oil lamp, which had exploded and caused her death by burning. The following certificate was published soon after the occurrence, and was sufficient to divest the affair of any degree of public interest beyond that of short-lived pity for "poor little Angie."

CANAAN, N. Y., Decem. 6th, 1867.

This is to certify that I have this day examined the body of Angie Brown, by order of the Coroner of this county (Columbia), and find that she came to her death by reason of fire communicated to her clothing and other combustible matter to me unknown, which fire was sufficient to cause her death.

AZARIAH JUDSON, M. D.

But the matter was destined not to rest here. Brown caused the child's remains to be boxed up for burial and removed to Granby, Connecticut, the place of his wife's former home. In company with his wife he left Canaan for Granby, stopping *en route* in Westfield, Massachusetts, where they visited a lawyer's office and made up formal and affirmative proofs of loss under an accident insurance policy, and forwarded their claim by mail to the Travelers Insurance Company. It appeared that the child had been insured against death by accident, in the

sum of \$5,000, for the benefit of Joseph Brown, the insurance being for the term of three months, and was written at the Cleveland, Ohio, agency of the company, under date of September 19, 1867. The mysterious circumstances surrounding the child's death were recalled under the light of this claim to recover the insurance, and the company, having its attention directed to the affair, was not slow to investigate it.

It was ascertained that Brown had come from Dayton, Ohio, where he was known as Joseph *Barney*, and the woman as his wife, Josephine Barney. They had lived in Dayton several months, where Barney, *alias* Brown, had worked at his trade, that of painter. It was further learned that the little girl Angie was the daughter of a Mrs. Stewart, a respectable widow, residing in Dayton, and that the Barneys had obtained possession of the child on the 17th of September, with the consent of Mrs. Stewart, for the purpose of accompanying Mrs. Barney on a trip to Connecticut and return. Taking Angie Stewart with them, the Barneys went from Dayton to Cleveland, where they obtained insurance, under the name of Brown, upon Josephine and Angie in the sum of \$5,000 each; thence they went to Canaan, New York, where they boarded for a while, and there rented the basement story of the house wherein the fire was discovered shortly afterwards, as has been related.

Further developments and revelations led to the arrest of Brown and his wife, who were brought from Granby to Hartford, and lodged in jail. Subsequently, on a requisition from the Governor of New York, they were taken to Hudson, where bills of indictment were found against Brown for the double crime of arson and murder, and his trial was fixed for the April term of Court.

The trial of Joseph Brown commenced April 13, 1868, and the first witness called was Mrs. Mary H. Stewart, who testified that she resided in Dayton, Ohio, and that she was the mother of Angeline Stewart, whose age was twelve years. Witness recognized the prisoner at the bar and his wife, having known them in Dayton for a period of five or six months as Joseph and Josephine Barney. They left the house of witness in Dayton, on the 17th of September, taking Angie with them. They said they were going to Cleveland first, where they

would purchase a suit of clothes for Josephine and Angie each, and after remaining in Cleveland a few days, they were then going to New York. Barney said he was going to seek work, and would return to Dayton after being absent three weeks, while Josephine was going on to Hartford with Angie; but, if Angie should become homesick, he would bring her back to witness when he returned. It was further agreed with Barney, that, upon his return to Dayton and until his wife's return, he was to board with witness. Josephine was intending to take another little girl instead of Angie, but that girl was taken sick, and then the Barneys pressed urgently for Angie, saying she would be back in a short time. After much entreaty, witness consented, "little thinking it would be as it is!"

On cross-examination, Mrs. Stewart further testified that the Barneys wanted Angie to call them father and mother, saying they thought it would be nice in travelling. Witness told them the girl was too old to call them father and mother, but finally consented to their request, though she did not tell the child to so call them. They did not speak of adopting Angie. Mrs. Barney represented to witness that she wanted her as a companion, saying that men sometimes were uncivil to a woman travelling alone, and with a child accompanying her, people would know she was married. When speaking of their return from their Eastern trip, the Barneys said to witness, "Mother, when we come back, we will keep the house for you, and keep it well, too."

The testimony of the succeeding witnesses occupied several days, and was comprehensive and conclusive. It was shown that when Brown left the house to rejoin his wife, who had gone to make a neighborly call, in conformity with their arrangements, he locked the outer doors; that the door of the pantry in which the child's body was discovered opened outwardly and adhered at the bottom, and that it could not have been pulled tightly shut, as it was found, from the inside; that as the thin dress she wore—which was minutely described—was insufficient for combustion, other materials, obtained by splitting the shelving of the pantry, remnants of which were found, were added, and these had been saturated, apparently, with the inflammable fluids with which painters are familiar; that volun-

tary imprisonment in the form and manner as described in which little Angie was found, was impossible; that if her dress had taken fire from the explosion of a lighted lamp while refilling it, the natural impulse to scream for aid, and, if possible, to escape from the building, would have demonstrated itself in an obvious way; and that the lamp theory was disproved by the fact that Angie had been using a candle. Her young friend, Harriet Silvermail, who lived in the next house, called in between half-past six and seven o'clock in the evening to invite her to go to a prayer-meeting. Angie was eating her supper, and a candle, about half consumed, which attracted Harriet's observation, was burning on the table. Angie excused herself from going to meeting on the plea that "her father and mother were going away." That was the last interview with any one but her murderers.

Early in the investigation of this case the charred remains were exhumed and carefully examined by three physicians, who, in their evidence during the trial, concurred in the opinion that death took place before fire was applied to the body. This opinion was based, mainly, upon the appearance of the trachea or windpipe, and the upper portion of the lungs, which were found to be free from the evidences of irritation which would have existed if the child had respired heated air. The body appeared to have been burned while in a sitting posture, upon the floor, the seat being the only portion unburned. The skin covering this unburned portion was found to be in a perfectly natural condition, while the partially burned clothing and remains gave a strong and unmistakable odor of turpentine.

It was also in evidence that, upon the announcement of the tragic fate of Angie to Brown and his wife, by their neighbors, Mrs. Brown could not conceal her brutal indifference, while the cold and cruel-hearted Brown's attempt to faint without pallor of countenance, and his pretence of emotion, were so ineffectual as to provoke comments of incredulity and displeasure. Dr. Judson, who keenly pitied them, was obliged to say that he "saw no manifestations of grief, no tears shed." It was shown, too, that in conversations with their acquaintances, the insurance idea was uppermost in their minds. Mrs. Provost, for instance, testified: "Josephine said she could get my life

insured, or anything I had, and I would be none the wiser; and if I should die, she could get the insurance money in spite of anybody." Josephine was free to declare that she herself had been insured, but cautiously concealed the fact of the simultaneous insurance of Angie. Moreover, it was shown that their purpose was to invest the sum, to be fraudulently obtained, in the purchase of a farm, and that Brown was already negotiating with Mr. Buell for such purchase. Brown offered Buell \$5,000 for his farm, and said to the witness "he would show the people of Canaan that he would have the money. Josephine playfully boxed his ears and said, 'Yes, maybe \$10,000.'" He also had been in conference with Mr. Williams, proprietor of a hotel in Canaan, about buying that place. Mr. Williams fixed the price at \$3,000, and told Brown that he would make the payments easy. In reply Brown said that, if he bought, he would pay all cash.

It is also worth while to recur to a portion of the testimony of the Hartford lieutenant of police, who despatched an officer for the arrest of the Browns, and who said that they were brought to the station-house in Hartford and placed in different cells. That night, while they were in their cells, he heard a conversation going on between them, of which he made a memorandum in writing at the time, as follows: "Joe, Joe; everybody has gone home, and it is almost light; I told the officers all I knew about the child." Brown said, "You had better go to sleep and not say another word till after we have sent for a lawyer." She said, "Jeffrey Phelps will be here in the morning; I told the officer I first saw the child in Dayton, now remember that; and that you were in the country at the time; that you had been the father of two children, and one had died, and that you were a kind father." Brown said, "You keep still till we see a lawyer; go to sleep now." She said, "I can't, but I'll try. I told him you kept those policies in that coat-pocket—the coat you had on in Westfield; the coat you bought in Ohio—do you understand?" Brown said, "Yes." She said, "Well, remember." At this stage of the conversation the lieutenant interrupted her and told her to stop talking, or he would place her in a dark cell.

The lieutenant subsequently had a long interview with



Brown, and the conversation was fully reported and read in court. Brown's answers to questions propounded proved to be a tissue of falsehoods. He said, for instance, that he left a former wife, whom he represented as Angie's mother, in Canada, because of her habitual intoxication; and that she afterwards died in Montreal. Probably the only truthful remark he made was, upon realizing his situation, "I have told the insurance company that I would give them the policy if they would let me go."

The defense was unable to produce any evidence to satisfactorily explain away the fearful position in which Brown had been placed by the prosecution. The learned and able counsel for the prisoner did the best that could be done with the slender materials at his command. Mrs. Lydia Fox was called to say that she resided in Granby, Connecticut, and was the mother of Mrs. Josephine Brown, who was married to the prisoner two years previously; and that she never knew of their going by any other name than that of Brown. On cross-examination it appeared that she had no knowledge of their marriage other than that she had seen an announcement of such marriage in some newspaper; and that she had never seen Brown until the time he came to Granby with Josephine, for the purpose of interring the remains of Angie. Furthermore, a letter from Mrs. Fox to Josephine was produced, wherein it appeared that the witness "had heard Josephine was not married to Brown."

Mr. Drowne, called by the defense, said that Brown worked for him on the forenoon of the day of the fire; quit about twelve o'clock, and quit because he had finished his job of work. A few witnesses were interrogated with an effort to show that the alleged fainting fit of Brown was real, and not feigned; that the heap of charred rubbish found upon the dead body of the child was occasioned by knocking down the pantry partition; and that the pantry door which swung into the kitchen was not difficult to open, although "it had settled from the top, and only by pushing hard, or by putting the foot against it at the bottom, would it crowd shut."

The learned counsel then addressed the jury in behalf of the prisoner, going over the evidence in detail and at great length.

He assailed the evidence of the medical experts who had testified, devoting much time to show that it had not been proved that the child was dead before burning. He called the jury's attention to the fact that there was plenty of evidence to explain the death of the child upon the idea that she had set herself on fire accidentally, by some mysterious means; she had a light; she had explosive materials; every requisite for the production of the effects which were produced. He remarked that much had been said by the District Attorney, in his opening statement, about the motive of Brown to commit murder. Brown had a policy of insurance upon Angie's life for \$5,000, which he supposed would come to him in case of death; but if he had such an idea, it was a mistaken one. He had no insurable interest in the child, and the insurance was, of course, null and void. "Motives," said the counsel, "exist in regard to everything. No man does anything without motive, and the only motive established here was that Brown, perhaps, believed at the time he took the policy, that he would reap the benefit in case of Angie's death. Motives are always looked for, because you cannot ordinarily convict without a motive. It is unreasonable to suppose that a person in sound mind will commit homicide without a motive. It does not follow, because there is a possible motive found, that the person did actually commit the homicide. You must have *proof* to convict Joseph Brown, as though there was entire absence of motive for the crime."

Attorney-General Champlain followed in an able argument from which we select the following striking paragraphs:

The learned counsel has been pleased to refer to the subject of motive. What is the theory of the motive? The child was obtained for the purpose of procuring insurance upon her life. She was carried to a remote and comparatively secluded place, with a view of securing this money. If the motive existed, a predetermined purpose to perpetrate this crime must have existed; because, the instant the motive fails, then the crime is dismissed with it; and the instant you determine by the proof in the case a motive is established, it ceases to be the motive unless coupled with the design. By taking the child's life and obtaining the money, the motive reflects upon the intention, the intention upon the motive. Both throw a perspective light forward and back to the period when the crime was committed, and tend to demonstrate its actual commission.

Go with me to Dayton, and trace the history of these people, and see if there is a motive. These persons are poor. They are traveling from place to place, east hither and thither, why do they seek to adopt a child? We know that persons of affectionate disposition and in affluent circumstances, persons of kind hearts, often adopt children and incorporate them into their families. Here are persons whom counsel tells you are driven from pillar to post—why should they adopt and add additional burthen to their expense?

It was not their purpose to incorporate any one into their family permanently, and the idea that they intended to add any one to their household is dismissed by the fact of their shifting so suddenly from the child they first intended to take. You recollect another child had been selected, and money sent by the Browns with which to furnish some article of apparel. The money was returned with the word that the girl was sick, and could not accompany them; and in one instant they shift to this little child of Mrs. Stewart. It was not *affection*. It was not *love* for the first child they intended to take. It was *policy*. It was for some purpose as yet, perhaps, undeveloped. In an instant it is arranged that this child Angie is to go and take the place of the one they had intended to take.

Let us view the arrangement under which the child is taken. The story of the man is that he is going on with his family, and that his wife is to remain at her mother's, in Connecticut, for three months. He is to be gone two or three weeks, and then return. If the child is homesick, he is to bring it back with him. He says, "Mother, I will come back and keep house with you, and keep it well, too." He laid out the precise arrangement under which he received the child from Mrs. Stewart. They took the child under that arrangement. They are to write back, and if the girl is homesick, she is to be returned in three weeks; and if not homesick, she is to remain with Mrs. Brown for three months. You will remember the awkward excuse, as the reason, "that a lady traveling upon the cars is liable to insult, and that if a child were along, people would see she was a married woman."

After having compromised Mrs. Stewart sufficiently to gain her consent to the child's going along, they present themselves at Cleveland—and where is the first place you hear of them? At an insurance office. What are they there for? To insure the life of the child for \$5,000. How do they insure her? As their daughter. The woman, Josephine, signs the application, and it was done in the husband's presence, as he did not write. They represent to the insurance agent that Mr. Brown is to remain there, and the wife and daughter are to travel; that he wants insurance for three months. Why did he take the insurance upon the wife? It was to elude suspicion then and there. If he had come there to insure the life of his child, and said that the child was to travel, an inquiry would have been instituted, and he would have had to acknowledge it was to travel with its

mother, and the question would have arisen, "Why not insure the mother?" She was to be exposed to the same dangers as the child; and to lull that agent into security, he was obliged to take an insurance upon the life of his wife. He obtains this insurance under a false statement of facts. From the hour he left Dayton he commenced obliterating his tracks. He had agreed to write to Angie's mother; but, in order to carry out this plot, he wished to cut off all communication between the child and mother, and if the plot was consummated, in the future no trace would be given by which she could find her child. While Mrs. Stewart knew them only as Mr. and Mrs. Barney, the insurance had been obtained in the name of Brown, and they thereby destroyed the probability of tracing them.

They stop at Canaan. They there rent a house for a month. Perhaps that is well enough as an experiment, but it proves the transitory character of their purposes. It proves they have but alighted in this village; they hold themselves in readiness for an early departure. They live there until December. And now here is this couple—poor and penniless; birds of passage, resting for a short period in this place and that—brought up, at length, in this village. He has house, lodging, and abundance of work, and yet, in the dark days of December, as the winter is descending from the north, you find these people making all the preparations for another departure. They are about to leave this village, never to return.

We will show by the circumstances which surround this case, what the purpose was for which they entered upon this plot. A box is despatched by express to Granby, Connecticut. It contains more or less of the clothing of the wife, some of the prisoner's, and some other articles. What else do we see? We find that, on the morning of the day of the fire, this woman, in "full dress," takes the cars, and goes from Canaan to Chatham. Where is her husband? At work at Drown's. His job is finished at noon. He is seen to go into his house with his painter's clothes on, and to come out with his "good clothes" on. He goes around to one of the shops and talks about gold leaf, and about procuring some to paint sleighs. Where is his job of work upon sleighs? Mark this, for it tends to show a lie.

We must proceed cautiously, and exercise our circumspection, and weigh it well, and see if we can fathom his motive and design. In the evening his wife comes, and he meets her at the railway station. They go home and there eat supper. The little girl is at supper with them, and in good health. Some time during the evening this woman leaves the house, going away alone; and every person knows that when these people left that house, they had left it forever, they never intended to live there any more. As a habitation for them, they had turned their back upon it for the last time. The woman was the first to go, and the prisoner was the last person to leave that house alive.

Before proceeding with the history of this extraordinary case, there are circumstances to which I will call attention. I have said the motive was inseparably connected with the intention, and *vice versa*. Now, note the conversation in the presence of Edna Williams. Brown had been negotiating for the purchase of the Buell farm, for which the sum of \$5,000 is asked. Brown says, "I will show the people of Canaan I will have \$5,000 in money;" and his wife then playfully cuffed his ears and said, "Yes, Joe, and maybe \$10,000." Then the conversation about buying the hotel. He was not particular as to time, he would pay money down. These transactions are coupled inseparably with the obtaining of the child, and the whole history of this matter, down to the present time. This woman talks to Mrs. Provost, and dilates upon the subject of insurance, telling her that her own life is insured—that one could insure anybody's life, and get the money when death occurred. It shows what was the all-absorbing thought that was revelling in their minds. And did you notice how, with a woman's subtlety, she omitted to mention the fact that the life of the little girl was insured?

After reviewing other points to show the connection between the motive and the purpose, the Attorney-General continued thus:

If you follow up the evidence, you will see from this instant these parties entered upon another course which always indicates crime. We have traced them as to the motive and intention as gathered from their acts, and we will show you that they entered upon a concealment of the crime from the instant of its occurrence. Pretence is made that this child is his own, that it is flesh of his flesh, blood of his blood. Why does he say this? There is an awful significance in the pertinacity with which this man and woman clung together before the people of Canaan, and pretended that this man was the father of the child. When Brown took the remains of the little girl in that box, and delivered them to that old, gray haired sexton, that secret would have been buried with that child, but the rampart of innocence with which he had surrounded himself was broken down. So long as he could keep people impressed with the belief that this was his child, he was safe. He knew that Nature and Nature's God would abhor such a crime. That is why he told Mr. Batterson that she was his child, and that the mother was a drunken woman whom he had left in consequence of her pernicious habits, and that she had died in Canada long since. He was bound to impress people that he was the real father, and then suspicion would sleep. He felt that the tide of generous sympathy would flow, and they would believe his innocence.

The Attorney-General then commented with deserved severity upon the indecent haste with which the wretches applied



for the insurance money, before the burial of the child; and their deliberate perjury in the affidavits taken before their attorney in Westfield, Mass., when making up the preliminary proofs under the insurance policy. After a scathing comment upon their purpose to conceal the crime, as manifested by their conduct and conversation while in jail at Hartford, he proceeded:

We brought him back to Canaan, and towards him, at every step of the pathway, is shed back from this fire a reflected glow of guilt. Let me call attention to a few of the surrounding circumstances, in the order in which they occur upon the night of the fire. This woman first goes to Williams's, for a neighborly call. She states that her husband came with her, but had stopped at the door to talk with a man. That is shown to be false by his own confession to Packard. They had never visited at Williams's before; she had called simply on errands. Presently this man presents himself in a hurried manner, and remains in the room with the woman. Now an alarm is heard. Mr. Drowne was at the fire at the first alarm, and, with the neighbors, tried the front door, and finally broke it in, and tore down the pantry partition. Where is Brown? After the dead body had been discovered and placed upon a blanket outside of the house—after the fire was extinguished and everything concluded, Brown is seen coming towards the house. View his actions when he reaches the place. He rushes into the house in the direction of the pantry where this body has been found. No needle ever pointed more unerringly to the pole than this man, thrown off his guard, pointed to the place where he knew these remains had been deposited.

In the east end of this pantry what do you find? We will not consider this case upon what was not seen, but upon what is proved. There was found a pile of charred coal, from twelve to eighteen inches deep. The heap is measured, and found to contain eight bushels—and under that pile is found the charred remains of the little girl. The outer door is locked, and the key is gone. The inner door is fastened. The door was tried three times and an axe finally was brought into requisition. In that pile are unburned pieces of kindling wood. The prisoner, speaking through his counsel, says: "This is an accidental death; the lamp has exploded; it is easily explained." Miss Silvernail swears that a candle was in use that night. Which do you believe?

The lamp is found with its top tightly screwed on. Now, bring into the jury-box your experience and knowledge of the analogy of things. Suppose she had undertaken to fill this lamp; that it had taken fire; what would she have done? The testimony is that her clothes were light—a thin, calico dress. With a child's impulse, she would have shrieked for help. Apply your common sense and judg-

ment. It is human nature to call for help. No cry is heard, although a house is within twenty-seven feet of this place. To what extent was the child's body burned? In your mind's eye bring it before you—one-half of the head burned off, face entirely disfigured; the jaw easily mashed between the thumb and finger; arms burned off; one lower limb gone; the liver baked. How was this body thus burned? The counsel and the accused come with the theory that it was the explosion of the lamp; the clothes taking fire; and then the child was buried and burned in this heap, and burned in the manner which had been described in the report of the autopsy. What an awful, concentrated heat must have been applied to that body, to bake it as it was!

Where were the pantry shelves? But one or two shelves were left upon the west end, while three sides of the pantry had been shelved. Where were the missing ones? It shows human agency there. Whose hand removed those shelves? Where did this pile of charred coals and kindlings come from? These are questions you cannot shake off under the eloquence of the counsel to-day.

The pantry door was fastened—I care not how. Beale swears that the door would catch at the bottom, and was loose at the top. Who fastened it? Human agency again. Who was the architect of this ruin? Was it the child? Need she hold up those handless stumps to say it was not she? The murderer cut the shelves, and piled up the fagots! Closing the pantry door, he fled from the house through the cellar door, and betaking himself away with all he possessed in the world, awaited the catastrophe.

Counsel thinks it strange this fire was so long in kindling. Mrs. Gordinier passed close to this building. It was dark, and she saw an uneven, flickering light. The pantry window was of only three panes, and dirty at that. The rain had spattered the dirt up upon the window, and that obscured the light. The front part of the house was all shrouded in darkness. Why did not the fire burn? The pantry door was closed; walls upon three sides; plaster ceiling overhead; the fire was smothered and the room filled with smoke. The fire struggled, and He who holds the elements in His hand would not permit the flame to do the atrocious work it was intended to do. The very means the murderer took to conceal his crime was the instrument of his detection. The bottoms of the shelves were charred; the edges of the cloth were burned, showing fire had been built in the room. These are facts, not doubts.

The last link is complete in the adamant chain that will drag this man to the scaffold. Whether the remains of the dead are dug up, even if forty or fifty years have transpired, if but a handful of ashes can be found, and there is a suspicion that the deceased died by poison, the learned men of their profession will take those ashes to the laboratory, and they will demonstrate to you the fact, if poison there exists. Let us look at this body. The autopsy describes its condition. In all the affairs of life we are compelled to act upon the

opinion of professional men. Society would not exist unless we could do so. Here are physicians who give it as their opinion that death ensued before the fire occurred. They have given you the reasons upon which this opinion is based. Every fact in this case—every attempt at concealment of the crime, every intention so far as declared—furnishes the most irrefragable proof that the testimony given by these physicians is *true*.

In the calm and dispassionate charge of Judge Peckham to the jury, some of the points thus passed in review were presented with additional emphasis. From the closing portions of this charge we extract a few paragraphs:

On the night of this fire the prisoner and his wife were found at the dwelling of Mr. Williams, about fifty rods from their house. She arrived a little prior to his coming; he follows a few moments afterwards, and, as the girl says, came in on a run. They remained there, where they never had visited before, up to after the time the cry of fire is raised, and then they start for the fire, and the prisoner arrives after it is all over with, after the fire was put out, after the body was discovered, taken outside, placed upon a blanket, and covered up. After he gets there he inquires where his child is, as the witnesses say on one side—and I am not aware that there is any contradiction on that subject—and he leaned over backward, apparently fainting. From Brown's manner a suspicion was excited that there was something wrong. Beale says he had suspicion of the genuineness of the fainting, and drew his supporting arm away; and the moment he did so Brown clinched hold of him by the collar, to avoid falling. It is for you to say how much there was of fainting in that, and if he actually did faint, why did he do it? If he was an entirely innocent man and the child was not his own, why did he feign fainting? Did this man deem it proper to feign fainting for the death of another child than his own, and for what purpose?

Then it is said the door was found locked, and why? Why is that outside door locked? This little girl, twelve years old, was at home engaged in ironing, the day of the fire—what necessity for the outside door being locked? There were neighbors living in the immediate vicinity. Only twenty feet off a neighbor lived, and all around were houses. Why was the door locked, and who locked it? The prisoner had just left the house, it is conceded. Why did he lock the door when he left it? It is assumed on the part of the prosecution, that if any one came to the door too early and sought admission, he would suppose the family had gone away, and would go off. If the doors were left unlocked, and the fire too soon discovered, why, then, if the child were murdered, the crime would be discovered.

Then, again, not only was the outside door locked, but the next door—the pantry door, was fastened. Why was that? There is one

circumstance to which I deem it important to call your attention, in reference to that inner door, although it has been alluded to by both counsel. Why was that pantry door fastened? Somebody fastened that door; that is to say, somebody put it in that shape, so it would stay fastened. Ordinarily, the door would not stay shut at all unless the foot was put against it and jammed it to. You could not do so on the inside. In order to make it stay shut one had to be on the outside and put the foot against it. Did the little girl shut it? Could she so fasten it from the inside? If she did not do it, gentlemen, who did? No matter for what purpose; who did it? The prisoner was the last man who went out of that house. Did he put his foot against that pantry door and press it to before he left that house? Then, another fact, gentlemen—and this fact you must answer by your verdict—the little girl, I apprehend, could hardly have put that door to under such circumstances. If she did not do it, who did? If the prisoner did, for what purpose did he fasten her in that place? And was she alive when she was fastened in there?

Then, gentlemen, another fact. This child is found in the east end of that pantry—which is about three or four feet in width, and the same in length—under an amount of rubbish constituting, when put in a measure and measured, eight bushels. There is no claim of anything having been put in there except the rubbish consequent upon the fall of plastering, which accumulated from the knocking of a hole into the ceiling above. This plaster ceiling was but a quarter of an inch in thickness; and, as the witnesses say, this hole was made only for the express purpose of ascertaining whether fire existed in the wall. And, considering this circumstance, you will judge how much debris would naturally fall down. How was it that this little girl was found under that rubbish, so that they dug with an axe for some three or four minutes before they discovered the body. How is that? Mr. Beale, who carefully examined the mass at the time, says he saw pieces of pine board partly charred, some ashes, small bits of lath; where did all this come from? Why was it there? And who put it there? The window lights were up as high as a man could conveniently reach; and there under them, directly in front of the window, was this burning mass and the little girl beneath it. If she was covered up with these materials, it is quite clear, I may say, she did not cover herself up.

In addition to this state of facts is the evidence of the physicians. Three doctors have reasons, which they consider satisfactory, for stating that, in their judgment, the child was dead before burning. All three agree in that as a matter of science, giving as their opinion, based upon science, examination, and experience, that the child was dead, beyond doubt, before she was burned.

The jury, after a lengthy consultation, found a verdict of guilty, and the Court was convened to receive it. The usual

forms being complied with, and the usual questions put to the prisoner, who gave his age as forty-two years, the Judge asked: "Have you anything to say why the sentence of the law should not be passed upon you?" Brown replied: "Yes, sir. I am not guilty of the crime I am accused of. You have passed the verdict, and I suppose you have passed it according to your knowledge. You can kill my body, but you cannot kill my spirit. I have that in your mind in after-days. That is all I have to say, your Honor."

Judge Peckham then proceeded to sentence Brown, and spoke as follows:

Well, Brown, that statement will avail you nothing—nothing whatever, you have been fairly tried, and deliberately. You have been ably and admirably defended. Your counsel was able and indomitable—he has been untiring in the defense of your case—exhibiting a skill and ability I have rarely seen equalled; but the evidence in your case is of the clearest and most conclusive character. It satisfied not only the jury, but it satisfied the Court and every intelligent mind who has listened to it. There can be but one result in this case from the undisputed facts.

You got this little girl on the 17th of September, 1867, from her mother, under the pretence of taking her with your wife, or sending her with your wife as a companion—as a sort of shield to the insults of men. Directly afterwards you go to Cleveland from Dayton, Ohio, and there get her life insured, with that of your wife—a proceeding quite unusual, to insure the life of a little girl for \$5,000. Insurance is usually effected by men who have families to support and debts to pay. And they are taken that their families may not be left in want in case their life is lost; but here, what reason was there on earth to insure the life of a little girl twelve years old for \$5,000? You did more. You got her insured in a false name, and a false name was taken for no other purpose than to carry out the design with which you got her in Dayton. That assumption of a false name was absolutely done with a view of cutting off all communication by the mother with this child. And then you came on East to Canaan—to this comparatively secluded place in this county, and there located; stayed there for a time with your wife, if she be your wife, at the hotel, and then took this house. Your policy had three months to run when taken out, and within twelve days of its expiration this tragedy occurred—after your business was finished—after you had sent your little valuables away from that house, and, with your wife, put on your best clothes preparatory to the scene you knew was to occur that night; and then you had this little girl confined—the little child whom you were bound to treat well and kindly, otherwise she could



complain to the neighbors that you were not in truth her father, and the moment that was known and death should occur, you would be troubled. Therefore you had to treat her well, as you did doubtless, in order to secure her confidence—in order it might not be known you were not the father of the child. As the night approached, all your things being ready, the first that is seen is your wife goes out to a neighbor's house, about half-past six, and in a short time after—from fifteen to twenty minutes—you come in, running in, and it is obvious why you ran in—perfectly obvious. You had just come from the perpetration of the dark deed—from killing this child, and hence you came into the house upon a run. In order to escape as soon as possible, for fear the fire would occur before you got away, you ran into the house after you got there. There is no wonder you did not like to go back. And when you got there, after everything had been put out, you go back, and with a singular knowledge you directly start to where that dead child lay as you supposed. There you marched for that place, without anybody saying anything to you, and when told to go back, you then—without being charged with the commission of crime, except by your own conscience, which called upon you to do something to feign great grief—then you assumed to faint. And the man upon whose arm you lay, not suspecting you were not the father of the child, although he found you feigned fainting, it was not in the nature of the man, and he could not find it in his heart, to reproach the father of the child dead there with being a hypocrite. He could not do that, and hence your fainting went on—deceiving some, but not all.

Then they examine this house and find the door locked. The reason why you locked it is obvious. You did not want that fire to interfere with you too quickly. They find the inner door fastened where this little child was burning inside. And it is a singular fact, and it seems to be in the order of Providence, that a crime of this heinous character could not be committed without its being disclosed. You were so foolish as to shut that door to on the outside. The evidence shows that it was strong evidence against you. The little girl could not fasten the door on the inside. Nothing but the application of pressure would have closed it to remain shut, and that you did on the outside. That shows, the child being on the inside, there was something wrong.

Then you supposed, when you set fire to the funeral pyre, everything would be consumed and nothing could be left to testify against you. Nothing would be left, you supposed, and yet the very course you took to conceal the crime was one of the surest means of your detection. You piled up the mass of fagots in that little pantry, which left in its results nearly eight bushels—six or seven besides what fell from the top. It was found on the top of this little girl, and of course the child did not cover herself, and no human being but you, or your accomplices, was engaged in it.

That having been entirely accomplished—the child taken out—you then directly proceeded to a vigorous application to business—to get your money.

There is no pretence that anybody else did this thing. No pretence whatever. If there was a killing of that child, you alone, and your colleague in crime, were the guilty parties. No such murder of the child was ever committed except for some great motive, and that motive you had. Five thousand dollars was a large sum to you. That necessarily directed your action; and then by fraud and perjury you proceeded to obtain this money, and the sequel shows your detection.

Under these facts how idle to tell this jury that you are an innocent man. It is quite idle and useless; and I now say it to you, Brown, for the purpose of having you understand that your career on earth is closed. To that you must make up your mind.

The jury recommend you to mercy. Strange as it may be, under these appalling facts, they still have the tenderness to recommend you to mercy, though you showed none to that child.

The Court have but one thing to do. There is no power here to grant mercy. And I agree with the counsel that, being guilty of the offence, no executive will interfere between you and your doom; therefore I say in all kindness, your career is substantially closed, and you must make up your mind to meet a hereafter.

Perhaps I ought to say to you, in view of the facts here presented—you found these materials—you took off the shelves in that pantry. And I am told by the District Attorney indirectly that since the trial, by some singular mistake, he omitted to bring into the Court the evidences he had of these boards comprising the shelves, and being in his possession, and did not produce them on this trial. He had them for some time, and having them so long in his possession, he forgot to produce them. But the case was clear before. No eye could look upon it and not know you cut up those shelves to burn up that child after you had killed her.

And now, Brown, it is quite useless for you to deny and turn to that jury and say they have done you injustice. You thought by this arrangement to escape. You thought, perchance, that fire would burn quickly, and the whole thing be consumed—that there would not be a trace. Possibly that might have been if there had been a strong fire; but the course you took to kill the child was one of the reasons that proclaim your guilt. The fire was slow; it was smothered, and the consequence was it smouldered while you were waiting for the development.

This, then, is your case. And now it is only left for the Court to pass the final sentence of the law upon you, and a very solemn thing it is for any tribunal to pass upon the life of a human being. You have taken life deliberately and for money—the life of an innocent,

confiding child, and you must pay your life in consequence. Your life must be forfeited.

The sentence of the Court is that you, Joseph Brown, *alias* Barney, be taken to the common jail in the city of Hudson, in the county of Columbia, and that there, within the walls of the jail or within the yard, on Saturday, the 30th day of May, between the hours of nine o'clock in the morning and one o'clock in the afternoon, you be hanged by the neck until you shall be dead. And may God have mercy upon you.

At the conclusion of his sentence, the prisoner remarked, "All right." Cool, stoical, and almost indifferent, he bore himself in a manner which some call brave, but which in reality was desperate; and showed that a previous career of crime had hardened his heart to such an extent that not even the knowledge that his course was nearly run could move it.

The sentence was duly carried into execution, at the time, place, and in the manner indicated.

Josephine Brown was indicted as being accessory to the murder, but the case was never brought to trial. After lying in jail several months a *nolle pros.* was entered by the District Attorney, and the greater criminal of the two was allowed to go free.

#### THE BRANTLEY-ESKRIDGE ROMANCE.

In the Circuit Court of St. Louis County, Missouri, February term, 1871, suit was brought by Mrs. Minerva S. Brantley, of Selma, Alabama, against the Travelers Insurance Company, for recovery in the sum of \$10,000 under an accident policy written upon the life of John Harris Brantley, for the benefit of plaintiff in the action. In her complaint, plaintiff states that she is now the widow and was the wife of John Harris Brantley, who, on the 4th day of December, 1870, was, without fault, cause, or provocation, shot and killed by a party or parties unknown to her.

The insurance company, in its answer to the plaintiff's petition, admits issuing the policy referred to, and admits that Brantley was killed on the 4th day of December, 1870, but denies that the shooting and killing was not the fault of the plaintiff. "And for a further answer to plaintiff's petition, defendant alleges, that prior to the execution of the policy of

insurance upon which this suit is brought, the plaintiff and one Joseph N. Eskridge unlawfully and wickedly agreed, conspired and confederated together to cheat, swindle, and defraud defendant out of the sum of money in said policy mentioned; and that, with that purpose in view and to that end, a secret agreement, understanding, and conspiracy was entered into between plaintiff and the said Eskridge, whereby an insurance for a large amount was to be effected and procured upon the life of said Brantley in defendant's company and in other insurance companies for the benefit of the plaintiff; and that during the continuance and life of said policies of insurance so obtained by them, the said Brantley should be assassinated and killed, or his life taken in some other violent manner, and after the recovery of the amounts for which the life of said Brantley was insured, plaintiff and the said Eskridge should share their ill-gotten gains with each other. . . . That on or about the 2d day of December, 1870, and pursuant to said agreement and conspiracy entered into as aforesaid, between plaintiff and the said Eskridge, he, the said Eskridge, at the solicitation and request of plaintiff, left his home in Selma, in the State of Alabama, armed with a shot-gun, and proceeded to Shuqualak, in the State of Mississippi, where the said Brantley then was; that said Eskridge reached said town of Shuqualak on the morning of December 4, 1870, and after learning upon inquiry that said Brantley was at the railroad station of said town of Shuqualak, he, the said Eskridge, proceeded to said station, and then and there, pursuant to said agreement and conspiracy between plaintiff and Eskridge, brutally assassinated, shot and killed the said Brantley."

This answer of the defendant insurance company to the plaintiff's petition has no uncertain sound, no equivocal wording. If the allegations therein were true, the plaintiff richly deserved the extreme penalty of the law; if not true, the defendant could not be punished too severely for preferring such an accusation of crime.

An early investigation of the facts and circumstances surrounding this case was entered upon, and a commission to take depositions in the cause quickly followed. It was learned that General Brantley, the father of John Harris Brantley, the in-

sured, was a wealthy planter, formerly residing in the vicinity of Selma, Alabama. He possessed large landed and personal estates, and before the emancipation held an extensive property in slaves. His family, a few months before his death, consisted of three sons and one daughter, the latter a young widow. John was the oldest son, and had passed the age of forty years. He was married, but had no children. He had been devoted to pleasure and vice while a young man, had spent large sums in dissipation, and had incurred heavy liabilities, which his father had to provide for. This state of affairs so exhausted the patience and forbearance of the old gentleman (who died in 1869) that he cut off the prodigal from further benefits. More than a year prior to his death he conveyed, by deeds, all his property to his two younger sons and his daughter, leaving John wholly unprovided for. At the time the property was deeded away John was living with his wife near Pensacola, Florida, and had neither business, property, nor credit. Soon after these conveyances had been recorded he returned to the Brantley plantation, and had an ugly quarrel with his father and family. He sought legal advice, and employed General John T. Morgan as his counsel. At the earnest request of the father a compromise was effected by settling about five hundred acres of land upon Minerva, John's wife, the plaintiff in the action against the insurance company.

Eventually, a young man named J. P. Howard, who had lost an arm in the Confederate service, came to live on a plantation adjoining the plantation of John H. Brantley and his wife Minerva. From causes incidentally growing out of the family feud referred to, Howard and John H. Brantley were on unfriendly terms. To such a point did Brantley's hostility finally increase, that he threatened the life of Howard, and they both went armed for each other, expecting an encounter at any time.

In the spring of 1869 Howard and Brantley became involved in one or two quarrels, and a few days afterwards Howard was found dead in a swamp about a mile distant from Brantley's house. A jury of inquest was held upon the dead body, and the finding of the jury was that Howard came to his death from wounds inflicted by a shot-gun in the hands of some person to the jury unknown, but, from the evidence, suspicion



strongly attached to John H. Brantley. The coroner issued a warrant upon the finding, and Brantley was arrested and taken before a Justice of the Peace for a preliminary examination. General Morgan was Brantley's counsel at this time. Brantley was bound over in a bond of \$10,000 to appear at the next term of the City Court for Selma, Dallas County, Alabama, to answer an indictment to be found by the grand jury.

When brought into Court, however, the indictment was quashed, on motion of General Morgan, the prisoner's attorney, on the ground that it was found by the grand jury, upon evidence taken by the committing magistrate at the time of preliminary examination, and without any other evidence. The laws of Alabama required the judge, in a case where an indictment was quashed, to hold the accused in custody or require him to give bail to answer a new indictment for the same offence. The judge, who was not a lawyer by profession, disregarded the law in this respect, and made no order at that time to hold the defendant Brantley in custody, or to require bail to answer to a new indictment; nor did the solicitor make any motion for such an order. Immediately after the indictment was quashed, Brantley, upon hasty consultation apart with his attorney, walked out of the court-house and made his escape. He went directly to the railway station, where he took the cars for Meridian, Miss. Changing cars at Meridian, he went north on the Mobile and Ohio Railroad to a small place known as Shuqualak, where he quietly took up his abode. While there he was in correspondence with his counsel, as will appear by the following letter, which was produced in evidence by the defendant in the course of the suit:

SELMA, Nov. 5th, 1869.

MR. JOHN H. BRANTLEY:

DEAR SIR—I hear nothing said now about your case. I don't know that any bill has been found, but the stir that was made about the matter during the Circuit Court leaves no doubt in my mind that the bill was found. The studied secrecy of their movements is such that I think they mean mischief. You ought to settle at some place where you will be content to live, and will not be likely to be disturbed, so that you can go to work and build up. I cannot think it safe for you to return to Alabama, nor to live so close as in Mississippi.

Yours, truly,

JNO. T. MORGAN.

After Brantley's escape the matter was again brought before the grand jury, and it was generally believed that an indictment was found. The following letter, which was proved to be in the handwriting of Gen. Morgan, alludes to this subject, and also to the Brantley family feud:

MRS. BRANTLEY:

DEAR MADAM—Write to Mr. Brantley that I have information I believe to be reliable, that the grand jury have found a bill against him. I feel satisfied also that his place of abode is known. It may be (and I believe it probable) that persons interested will try to find him. I need not advise you what to do in the matter.

I wish to see you soon in reference to a claim of your husband's against his father's estate. I am inclined to take steps to collect it if it can be done.

Very respectfully,

Sept. 18, 1869.

JNO. T. MORGAN.

Mrs. Brantley forwarded General Morgan's letter enclosed in the following letter written to her husband:

MY DARLING HUSBAND—After writing you yesterday morning I received the enclosed note from General Morgan in the evening, which I send to you immediately for you to act upon. It is just what I have been expecting. I cannot at present advise you what course to take, only for mercy's sake keep on the lookout and out of the way. I believe, as General Morgan does, that it is known where you are. I will go in and see Morgan to-morrow, and advise with him as to what is best for you to do.

Your devoted wife,

M. B

The result of Mrs. Brantley's interview with her legal adviser is made known in the following letter addressed to her husband:

MY DEAR HUSBAND—I saw Morgan to-day, and his advice to you is for you to change your abode until we can see or find out if a warrant will be issued immediately for your arrest. He says you *must not let them* arrest you, and do not let any one know where you are for the present, and by all means keep away from the railroad.

I would try and have it arranged with the sheriff where you are, not to arrest you nor let you be arrested if he receives any warrant; but you must be cautious how he is approached, for there is great danger of it getting out, as he might let it be known up here that you are down there. We will soon know what they intend doing, and then I will advise you as to what is best to be done. . . .

Your true and devoted

WIFE.

That Mrs. Brantley appears to have continued actively alert is evident by her letters to her husband during this period of his voluntary exile. She sends him little comfort in the following letter:

MY DARLING HUSBAND . . . I understand Howard's brother has written to some one here, inquiring about your case, and is going to revive the case again, and says he is determined to find out who killed his brother. I do not know how true it is, but I am going to find out more about the matter, and will let you know. There is no mistake about the fact that we have secret enemies here who are working to do us all the harm they can, but I am on the lookout for them, and keep prepared for them. You need not give yourself any unnecessary alarm about this matter, but only be prepared and keep away from the cars. Some one here was making inquiries about my absence; wanted to know where I was and how long I was going to stay, and if I had gone to see you. But it is of no use for them to try to find out my movements, for I am too prudent and too cautious for them. I tell everybody you are in Texas. I am sometimes fearful that your whereabouts may be found out. If I were you I would live as secluded as possible and not go to town often, for there is always some one on the cars from Selma. With much love.

Your devoted wife,

M. S. B.

The reader will remember that the insurance company, in its answer to the plaintiff's petition, alleges that Mrs. Brantley wickedly conspired and confederated with one Joseph N. Eskridge to cheat and defraud the company; and to that end they effected a large sum of insurance upon the life of Brantley, and then, pursuant to the secret agreement and conspiracy between them, they brutally assassinated him. This Mr. Eskridge, who was destined to play so conspicuous a part in the outgrowth of the tragic affair of which mention has been made, was a young man of pleasing address, and of more than ordinarily fine appearance, at the time of these occurrences. He had been a merchant's clerk in Selma, and ultimately opened a store of his own; but, having more beauty than brains, his mercantile career soon ended in bankruptcy. He was married to a young woman of good family, who owned and resided upon a plantation adjoining the Brantley Place. After his failure in business he returned to this plantation with his family, consisting of his wife and two children, and was residing there at

the time of the Brantley feud. While Brantley was under indictment for the murder of Howard, and was secretly hiding from justice, Eskridge appears to have been on terms of affectionate intimacy with Mrs. Brantley. This lady was of that rare type of personal beauty found only in those possessing a fair complexion, light golden hair, and lustrous black eyes. In features and form she was strikingly beautiful, and she is described as being brilliant in conversation, fascinating in her manners, and of a very affectionate disposition. By practical people she was considered too sentimental. Eskridge was about two years older than Mrs. Brantley, and it appears in evidence that these pretty counterparts sympathetically gravitated towards each other. Mrs. Brantley's husband was not only under indictment for murder, but by reason of his riotous living, his long continued excesses, his pecuniary and family troubles, he had become prematurely old. Although but little more than forty years of age, he was very gray, and though formerly stout and robust, he was now sallow, lean, gaunt, and shrunken away. Broken down with protracted dissipation, he presented the appearance of at least sixty years.

While Brantley was a fugitive from justice and Mrs. Brantley was residing on her plantation (the five hundred acres previously mentioned), Eskridge was at his wife's plantation, about two miles distant from Mrs. Brantley's house. Gradually a suspicious intimacy grew up between them. We learn in the evidence of a brother-in-law of Eskridge, that during the summer of 1870 Eskridge was neglecting his family and spending a great deal of his time at Mrs. Brantley's place and in her company. This witness and another brother-in-law of Eskridge, named Collens, talked the matter over, and witness advised Collens to remonstrate with Eskridge and persuade him to put a stop to his intimacy with Mrs. Brantley; that persistence in his misconduct would bring disgrace upon the whole family, as everybody in the neighborhood was talking about it. This gossip coming to the knowledge of the virtuous lady, she was prompted to write and send to the witness the following outburst of indignation:

JOHN H. McILWAINE:

I understand you have been slandering me in the grossest manner. I warn you that my husband is much nearer than you are aware of,

and when you least expect it he will hold *you* personally responsible for the base, malicious lies that you are circulating about me. My husband is fully aware of all my actions and movements, and fully approves them.

M. S. BRANTLEY.

OCT. 28, 1870.

The hollowness of this lady's pretence was fully exposed by witnesses of a criminal intimacy. An old and faithful family servant, Willis, in the course of his testimony made very damaging revelations, but they are too voluminous to reproduce from the record. We have only room for brief reference to some of the material points. He testified that in driving Mrs. Brantley in her carriage to Selma, Eskridge constantly rejoined and accompanied her, meeting and parting with unrestrained and significant demonstrations in the presence of the witness; that sometimes Eskridge called with his buggy and took Mrs. Brantley riding, and that even in the streets of Selma they were reckless as to any concealment of their guilty attachment; that upon a certain occasion, when they were detected in the woods in *flagrante delicto*, Eskridge purchased the silence of witness with a bribe. Willis had lived in the Brantley family from his birth, and had been their slave for many years. He was devotedly faithful to his mistress, but he felt it his duty (as he says in his evidence) to remonstrate with her upon her growing shamelessness, whereupon Eskridge threatened his life with a pistol. Upon the restoration of amicable relations, Eskridge declared to Willis that "he loved Mrs. Brantley, and would die for her, and would not give her up for her husband or any one else." Confidence between the couple and Willis having been re-established, he was sent to Mississippi, to bear to John H. Brantley some lying messages, and to make the false plea of sickness in excuse of Mrs. Brantley's failure to rejoin her husband in his exile, in accordance with a promised arrangement.

Another witness, produced and examined on the part of the defendant in the suit, says he is related to John H. Brantley—deponent's father and Brantley's mother having been brother and sister. Deponent learned from another relative that John H. Brantley was in Mississippi, and that a letter addressed to Doctor Murdock, at Shuqualak, Miss., would reach him. It



was a common report in Selma that Eskridge and Mrs. Brantley were living in adulterous intimacy, and that they frequently occupied a room in the south end of what was once known as the Weaver Carriage House. Deponent saw Eskridge going into and coming out of that room, and noticed that he habitually locked the door when he came out. Witness wrote a note to Mrs. Brantley in the fall of 1870, and told her that he knew of her course of conduct, and that he intended to write her husband, informing him of what she was doing. He folded this note and pushed it through the keyhole of the door of the room in the carriage house at a time when Mrs. Brantley and Eskridge were in the room. Afterwards he did write to Brantley and told him in the letter of the improper intercourse between his wife and Eskridge, as reported by common rumor, and directed the letter to Dr. Murdock, Shuqualak, Miss. Soon after this witness met Eskridge, who called to him and said, "I understand you have made some threats against me." Witness replied to him, "I have not, but as Brantley has killed one man in the dark, he can kill another in the same way."

Upon receipt of the letter in question, Brantley determined to see his wife at all hazards. It appears from the evidence of Adeline, a house-servant of Mrs. Brantley, that Brantley came home one Friday night after dusk. Mrs. Brantley was not at home. She had left her house that day in Eskridge's carriage, saying to witness she was going to town. Eskridge was not with her; his waiting-boy drove the carriage. On Mr. Brantley's unexpected arrival, witness prepared supper for him. He immediately inquired for his wife, and witness told him that "Miss Minerva" had left home that day, saying she was going to Selma. He then asked when she was coming back. Witness told him she did not know. He said he very much wanted to see his wife, and that he had come a long way for that purpose. He remained at the house during Friday night and all day Saturday, and on his expressing anxiety to remain undiscovered, witness carefully kept the doors shut and allowed no one to see him except Elbert Sevier, the brother of his wife. In response to his wishes, Elbert went after his wife, but he returned in due time with the intelligence that Mrs. Brantley would not come—that she was afraid to come. Mr. Brantley

went away some time during Saturday night. His wife returned home in the course of the following week, in company with Mr. Eskridge.

These facts and various others, which were elicited during the trial, were corroborated by another colored house-servant, named Hannah.

Brantley was devotedly attached to his wife, and whatever suspicions may have been aroused in his mind towards the latter part of 1870, it is certain that he was wholly blinded to her misconduct during the earlier portion of that year. At that time he appears to have placed unbounded confidence in his wife's friend Eskridge, who tendered his assistance in numerous little matters pertaining to the family feud, and he empowered Eskridge to execute, as attorney, some important trusts. His fond and loving wife continued to send him letters overflowing with affection and sympathy for him in his exile. She also supplied him with money from her limited resources. From among the numerous letters produced in the course of the trial, the following may serve as a specimen, showing with what readiness Mrs. Brantley could use her pen. Usually her letters are exceedingly lengthy, and therefore only extracts therefrom are here given:

MY DARLING HUSBAND:

I have been quite ill since I returned home, but am improving, yet suffering greatly from an overdose of quinine. You don't know how dreadfully quinine affects me. I am determined never to take another dose if I know it. I was like a crazy person . . .

I long for the time to come when I will be able to sell out here and leave this hateful country forever. I am growing to hate this place and people more and more every day. They have no sympathy for any one that has no money and is in trouble, but seem to do everything they can to put one down. We have not a real, true friend here. I am resolved to sell out next winter and move to some other country; so you may be on the lookout for a home for me. What is life to you and me but a burden in the way we have to live? for no one cares for us. If we expect any happiness in the future we must find it within ourselves, to try and make each other happy. It makes me miserable to think what a lonely life you have to live, and I am determined to share your future with you after this summer, come what may. For, after all, my darling, a man's truest and best friend is his wife, and I can say truly that I am the truest and best friend you have on earth. If the whole world forsakes you, I will cling

ever the closer to you. All my acts and efforts are for you and your happiness, and you can ever rest assured, my dear husband, that in me you have one faithful and devoted friend who will ever be ready to make any sacrifice for you. My life is a sad one, with nothing but trouble and sorrow, and I have so much to discourage and dishearten me; yet amidst it all I feel it cannot last so always—that the time will come when I can have some rest from the sorrows and troubles of this life. And it is this cheerful hope that sustains and supports my drooping heart amidst all our afflictions. I am resolved never to give up in despair, but will fight it out like a brave soldier, if I die at my post. . . .

I will send you some clothes, or the money, if I can get any, whenever you wish.

With much love, your devoted wife,

M. S. B.

With all her alleged sentimentality and her complete surrender to a blind infatuation, Mrs. Brantley appears to have been of a shrewd business turn of mind. At that time the agricultural interest of the neighborhood was productive of very little ready money, and her cash income was by no means adequate to her wants. Her friend Eskridge was always impecunious, and so they put their heads together to contrive a scheme for supplying themselves with money. Their attention was finally drawn to the practicabilities of life insurance as a means through which they might further their purposes.

An attorney-at-law residing in Selma, being examined on the part of the defendant insurance company, deposed that he had a lengthy conversation with Eskridge on the subject of life insurance, early in the year 1870. Eskridge came into deponent's office and began a conversation on life insurance generally. After talking on this subject for a while, he asked if a life insurance company could be made to pay a policy upon the life of a fugitive from justice which was taken out while he was hiding from the law, and was afterwards caught and hung. Deponent told him that if the fact that he was a fugitive from justice was concealed from the company, they would not be bound to pay; but that if the company took the risk knowing all the facts, in deponent's opinion it would be bound. He then said he was trying to get a policy on the life of John H. Brantley, for the benefit of Brantley's wife. He inquired how to obtain the application, and how to comply with the requisite forms. He said at that time Brantley was in Mississippi concealing himself from an indictment for murder.

Having formed a definite plan of operation, Eskridge set about obtaining insurance on the life of Brantley for the benefit of Brantley's wife. In doing this he seems to have disregarded the advice of his attorney touching the concealment of facts. An application for \$10,000 insurance in the Life Association of America was made, dated April 25, 1870. This application was forwarded to the head office of that company May 26th. The policy in return reached Selma June 14th, but as Eskridge could not then obtain the money, the first premium was not paid and policy delivered until June 30th. It appears in evidence that Eskridge applied for a loan to a personal friend, a gentleman with whom he had been associated in business formerly, who, being examined on the part of the defendant, deposed and said:

Eskridge came to my office and stated to me that Mrs. Minerva S. Brantley had been over to Mississippi, and had had her husband sign an application to have his life insured, that the application had been approved and the policy was now ready for delivery as soon as the premium was paid. He further stated that Mrs. Brantley was exceedingly anxious to obtain the policy on the life of her husband, because he was a man of such habits that his life was uncertain, and that it was absolutely essential that the premium should be paid at once; that Mrs. Brantley had made application to her merchants for money to pay the premium, and they had refused to advance it to her; that he, Eskridge, had come to me to get me to advance a sufficient amount of money to pay the premium for Mrs. Brantley. I refused at first to advance the money. On a second application by him for the money, he having offered additional security, and binding himself personally to see it paid, I advanced the money to him.

Subsequently to the time of obtaining the life policy, Mrs. Brantley and Eskridge called at the Selma office of the Travelers Insurance Company for the purpose of obtaining an accident policy upon John H. Brantley. Upon making known their wish they were furnished by the agent with a blank form of application, and with the usual instructions. Some days afterward they both called again at the agent's office and presented the application duly filled out and signed by Brantley. On the same day, August 25, 1870, an accident policy in the sum of \$10,000 was written, but it was not delivered until two days afterwards, when Mrs. Brantley returned to the agent's office, paid the premium, and obtained the policy under which the suit was brought.

Eskridge had now secured \$20,000 insurance upon the life of Brantley, so that in the event of his death by violence his disconsolate widow would be furnished with material aid and comfort.

About this time Mrs. Brantley addressed the following letter to her husband:

AT HOME, August 14th.

MY DARLING HUSBAND—I have received several letters from you and regret that you seem to attribute my not writing to indifference; but let me assure you that it is not true. I have been waiting for the last week to see General Morgan. A few days after you left he went to see his family, and not being well when he left, I expect he is sick, as he has not returned as yet. I cannot get any money until he returns. I am exceedingly anxious to see you and will certainly come if I can get the money. I am delighted to learn that you are so pleasantly situated, and that you are with kind friends. I felt so anxious about you for fear that you would give way to gloomy feelings and low spirits. I hope that you will be cheerful, although it is awful to be separated in this way. I hope that the worst is over, and that soon we will be united again. I feel so thankful that you escaped in the way you did, and that it was no worse. Everybody thinks you are cleared for good. A negro man who belonged to Griffen was caught, and he confessed that he had killed five men in the swamp. He said he did not know their names. Everybody believes that he was the one who killed all those who were murdered in the swamp.

We are well; my health is improving. No cotton worms yet; no news. I will write just as soon as I have seen Morgan. I will let you know if I can come. You know that I will come if I can, for you are the dearest object of life to me, and the only one I love and think most of, and would rather be with.

Write me often, and believe me

Your devoted wife,

M. S. B.

It will be observed that this devoted wife no longer alarms her husband with fears of his arrest, and no longer advises his flight to a place of greater seclusion and less danger. The occasion for this change in the tone of her letters may be accounted for in the evidence of the State's Attorney, who was examined on the part of the defendant. In his evidence in the suit he says:

I began to act as solicitor in September, 1869, and have been acting ever since. During that time there was pending against John H.



Brantley, in the Circuit Court of Dallas County, an indictment for the murder of one Howard. Joseph N. Eskridge called at my office to see me, the subject of his conversation being the laying of plans for the arrest of Brantley. He gave me the address of the brother and the brother-in-law of the man Howard, for the murder of whom Brantley was indicted, and asked me to write to them to know if one or the other of them would meet a friend in Meridian, Miss. He cautioned me not to mention his name to them, but ask them to meet a friend there, and he told me that he would be that friend. He told me to tell them to name the day and the hotel at which this friend should meet them, and that this friend would give them the information and assist them in the means to arrest Brantley; and he told me that when they arrested him and brought him here, he, Eskridge, would give me the name of a witness that would hang him. I wrote the letters as requested, and made the appointment, which Howard's brother and brother-in-law failed to keep on account of sickness, as they subsequently informed me. When Eskridge left me, at the end of this interview, he went directly across the street from my office, to Mrs. Minerva S. Brantley, who was standing in an alley on the opposite side of the street, walking about, apparently waiting for some one. When Eskridge came up to her he commenced talking, without any salutation, and they walked off down the alley together, still talking to each other. They walked into a vacant lot on the side of this alley, to Mrs. Brantley's carriage, and drove off in the direction of Mrs. Brantley's house. On another occasion after this, Eskridge came to see me at my office, when I informed him of the failure of the appointment with Howard's brother and brother-in-law. This information was given in reply to Eskridge's question asking me "why those fellows had not come to time." He asked me to arrange another appointment with the same men for the same purpose. When he left my office, I watched him, because of having observed his going to Mrs. Brantley at the end of the previous interview. On this occasion he went directly to the street corner diagonally across from my office, where he met Mrs. Brantley. About fifteen minutes afterwards he rode out of town in a carriage with Mrs. Brantley, in the direction of Mrs. Brantley's home. On another occasion after this he came to my office and conversed with me on the subject of arresting Brantley, and when he left the office he went straight down the street and met Mrs. Brantley on the street. They commenced talking, without any salutation, and walked off down the street together. Pending these arrangements for the arrest of Brantley, Eskridge came to my office frequently to inquire how I was getting along with the arrangements, and whenever he saw me on the streets he would speak to me about it. He manifested great anxiety to have Brantley arrested by the relatives of Howard, and appeared to be very restless and uneasy about it. He frequently cautioned me not to let it be known that he had anything to do with

the arrest of Brantley, or that he was giving information about it. On one occasion Eskridge told me that there was only one other person who knew that he had anything to do with getting up information and making arrangements for the arrest of Brantley. The second appointment at Meridian failed also. Eskridge came a short time afterwards and inquired why the brother and brother-in-law of Howard had not kept their appointment at Meridian. This was a short time before the death of Brantley.

It is evident that Eskridge did not seek to have Brantley arrested merely, and brought to justice; for that could have been effected quite as easily without as with the assistance of the brother or brother-in-law of the murdered Howard. On the contrary, it is apparent that his object was to have the arrest made by or in the presence of the Howard relatives, and under such circumstances as would render it probable that Brantley would offer resistance, which would afford a pretext for shooting him. Such an act would enable the Howards to revenge, with safety to themselves, the murder of their brother by Brantley; and by the same act Mrs. Brantley would become a claimant for the \$20,000 insurance money.

The failure of the Howards to keep their appointment with Eskridge defeated the original purpose of the two conspirators, and led them to adopt other schemes for the accomplishment of their purpose. They re-arranged their plans and resolved to do the bloody deed themselves. By a preconcerted arrangement, Mrs. Brantley and Eskridge were to meet in Demopolis, a place about twenty-seven miles distant from Selma, on the railroad running from that city to Meridian, Miss. Mrs. Brantley went by cars, while Eskridge rode through the country on his own horse, a handsome iron-gray thoroughbred, which he took for the purpose. The day before he left his home he sent Mrs. Brantley a note written in the following words:

MY DEAREST ONE--I enclose you \$25, which, I presume, is as much as you wish till I see you in Demopolis. Be prompt, my dearest one. God bless and protect you, my darling, till you join your

#### DEVOTED BOY.

The guilty pair arrived at a hotel in Demopolis, where they fully matured their plans. Eskridge, who was to personally

attend to the killing of Brantley, in pre-arranging to prove an alibi, and also to account for his absence from home, wrote a letter to O. F. Harrill, in Selma, which letter is post-marked Demopolis, and reads as follows:

DEAR SIR—I am compelled to be gone for a few weeks on business and to recruit my health, which is very bad at present. There are some little balances still due by the tenants on the Swift place, of which I will send you a memorandum. . . . I will be back between this and Christmas.

Yours truly,

J. N. ESKRIDGE.

In furtherance of their plans, Mrs. Brantley wrote a letter to her husband, dating it "At Home," although it was mailed and postmarked Demopolis, requesting him to meet her on the morning of the 4th of December, at the Shuqualak railway station, on the arrival of the early up train. This letter was afterwards found on the dead body of Brantley. In Demopolis they both were strangers and attracted no particular attention at the time. They occupied a room at the hotel as husband and wife, announcing themselves as such. When they were ready to leave, they hired a conveyance to drive to Livingston, Sumter County, Alabama. Eskridge and Mrs. Brantley occupied the conveyance together, while a boy accompanied them, riding Eskridge's horse. Reaching Livingston, they stopped at a public house there kept by Mrs. Lockard, who, being produced on the part of the defendant in the insurance suit, testified as follows:

About the 1st or 2d of December, 1870, a gentleman came to my hotel in company with a lady. They drove up in a carriage together; a boy was attending to them, riding a very fine iron-gray horse belonging to the gentleman. The horse was retained here and the carriage sent back, with the boy, to Demopolis. The gentleman registered their names as "Joseph N. Eskridge and lady," and said they had come up from Demopolis and wanted to go to the nearest station, from this place, on the Mobile and Ohio Railroad, above Meridian. I directed them to Gainesville Junction as the nearest point by private conveyance, through the country, about twenty-five miles distant from my hotel. I advised them to go by rail from Meridian, but they objected, saying they desired to avoid that place. They remained as guests at my hotel during two nights and one day. They represented themselves as man and wife, and occupied the same apartment. His attentions were remarkably affectionate and tender

towards her, and the waiters called them "the loving couple." This gentleman and lady remained in their room nearly all the time during the day, except at meal hours. They walked out on the streets both evenings, and remained out about an hour the last night of their stay. That night, when they returned from their walk, they brought back with them a new double-barrelled shot-gun.

Important testimony was also furnished by William Kirkland, keeper of a livery stable in Livingston. He stated that on the 2d day of December, 1870, Joseph N. Eskridge, whom he had formerly known for many years, came to Livingston in a wagon belonging to Mr. Breitling, in Demopolis. A very handsome lady, unknown to witness, accompanied him. He brought with him a fine, iron-gray horse, which witness stabled and fed. Being acquainted with Eskridge, witness asked him who the lady was, but he would not tell, and evaded every question about her.

A merchant, doing business in Livingston, brought out a material fact in the course of his evidence. Said he, "To the best of my recollection, between the 1st and 3d of December, 1870, a strange gentleman came into my store, and selected a double-barrelled shot-gun, the price of which was \$25, and at his request, it was laid aside for him, he stating that he would call for it. He came the next night, in company with a lady whom he called 'dearest,' and asked for the gun, and the lady paid for it. She, upon examining the gun, remarked that it was a very nice one and would do, as they wanted to use it about two months, and then could sell it to the freedmen for the amount they gave for it. They took the gun and left the store, it being then about nine o'clock at night. This lady was tall and slender, had black eyes, fair complexion, light hair, and wore a diamond ring. The gentleman was about five feet seven or eight inches high, good-looking, hair short and inclined to be gray."

Eskridge procured a carriage at Kirkland's stable, on the morning of the 3d of December, for the use of which he paid Kirkland \$10 to go to Gainesville Junction, a station on the Mobile and Ohio Railroad. A son of Kirkland went with them, riding Eskridge's horse, and brought the carriage back from the Junction. The party arrived at Gainesville Junction before noon of that day, and stopped at a small hotel kept by

Reuben S. Parks. At the time of their arrival, Mrs. Brantley was in the carriage, and Eskridge was riding his horse. Eskridge dismounted and assisted Mrs. Brantley to alight from the carriage, while a son of Mr. Parks, the landlord, took Eskridge's horse. They went into the hotel and upstairs to a room, where they remained together some two or three hours. In the course of the afternoon Eskridge's horse was saddled for departure. He mounted and rode over to the depot, where he dismounted and asked Allen Parks, the boy who had received his horse on arrival, to hold his horse and a bundle, while he went into the depot office. Allen testifies that while he was in charge of the bundle, during Eskridge's absence in the depot office, he examined it, and found it to be a double-barrelled shot-gun, unstocked and wrapped in a blanket. Eskridge inquired of the depot agent the nearest way to Shuqualak. He was directed in reply to ride upon the railroad track to a station five miles north, where he would strike the dirt-road leading to Shuqualak, and could there get further direction. He at once rode off up the railroad as directed, with the bundle containing the shot-gun across his lap.

Shuqualak, the place where Brantley had remained so long in concealment, is about twenty-five miles north from Gainesville Junction, and Eskridge arrived there some time during the evening of the day he left the Junction. It appears that Brantley, that evening about ten o'clock, took his supper with one Felix B. Greer, in the back room of Nurn & Anderson's store in Shuqualak. Mr. Greer had some mules in a lot back of the store, and hearing a disturbance among them, he went out to learn the cause. There he saw a man with a blanket over his shoulders, carrying a gun. The stranger remarked to Greer, "Your mules are only frightened by me," and at once walked down the street, whereupon Greer returned to the store. Greer again that night saw the stranger on the platform of the railway passenger station, and also saw him in front of Nurn & Anderson's store, where his horse was hitched. Greer remarked to him that he had a fine horse, and he replied that it was a thoroughbred. The moon was shining very brightly, and Greer noticed that the horse was a dark iron-gray with a white face, and fifteen or sixteen hands high. Greer further said



in evidence, that in conversation with Mr. Brantley that evening, December 3d, Brantley said he was expecting his wife by the early morning train, and in order that he might not fail to be present on arrival of the train, he was to sleep at the passenger station-house, with Mr. Irwin, the station agent.

Eskridge, it would seem, was prowling about the vicinity of the railway depot several hours that night, watching for his victim. During all this time he had his blanket wrapped about his shoulders, and had his gun, which was then properly adjusted, with the lock under his arm, carrying it in the usual manner, muzzle down. Some time during the early morning hours, and probably somewhat under the influence of liquor, Brantley went into the depot unobserved by Eskridge, and there fell asleep in a chair before the stove, in which a fire was burning. While Brantley was thus sleeping and awaiting the arrival of the train on which his wife was expected, Eskridge took deliberate aim, and shooting from where he stood on the platform outside, sent the charge through the closed window into Brantley's head, causing his instant death.

The only other person in the room when Brantley was shot was the mail-carrier. He was lying upon a bench under the window through which Eskridge fired, and was asleep at the time. This carrier had seen Eskridge that night on arriving with the mail at the depot, and had observed his iron-gray horse particularly. Eskridge was dismounted at the time and standing with the bridle in his hand. He was wrapped in a blanket and had a gun under his arm. When the shot was fired, the frightened carrier jumped up, ran out and hid under a car, where he remained until daylight. Immediately after the shooting of Brantley, Eskridge sprang into the saddle and rode rapidly away.

To return to Mrs. Brantley, whom we left at Parks's Hotel, Gainesville Junction. She remained there that night, gave her name to the landlord as Mrs. Brantley, and left on the early train going north. On the same train was a passenger who, on the part of the defendant in the suit, testified as follows:

The train left Gainesville Junction about three or four o'clock on the morning of the 4th day of December. It arrived at Shuqualak, twenty-five miles above, on schedule time. When we reached Shu-

qualak, a lady got up from the seat immediately behind me, in the ladies' car, and rushed to the door exclaiming in an excited tone, "Where is my husband?" "Is my husband here?" She received no reply, and returning to her seat, appeared satisfied. The cars then proceeded to Macon, the next station, which is about ten miles above. There was a freight train on the main track at Macon when we arrived, and the passenger train was obliged to halt until the freight train could back out. After our train stopped, the same lady took her satchel and was in the act of getting off the train when I informed her that the train had not reached the depot. It was a cold morning, and I then occupied the seat directly in front of the stove. After I spoke to her, the lady came in and stood by the stove, when I observed that her dress was wet and I asked her to take my seat. She seemed cold and her shoes were muddy. She sat down and asked me to share the seat with her: I did so. As soon as I took my seat she commenced talking of what caused her feet to be wet. She said that that morning her husband put her on the train at Gainesville junction, and as she was getting to the train she stepped into the mud. She then said that her husband from Selma had telegraphed her to meet him at Shuqualak, and if he was not at Shuqualak, for her to go on to Macon. After telling me this, she said that her husband would have come up with her on the train that morning, but that he had a very fine race-horse which was afraid of the cars, and so he had ridden his horse through the country to meet her at Shuqualak. She requested me to attend to her baggage in going from the depot to the town of Macon. We stepped into the omnibus, and I then discovered that the woman was apparently drunk. When we reached the hotel she was in such a condition that she could scarcely alight from the omnibus. When the driver opened the door I took her satchel and mine. She caught hold of my arm and walked with me into the hotel. I remarked to the clerk that here was a lady who wanted a room. She paid her omnibus fare, and while she was doing so I left the hotel office. When I returned, about twenty minutes later, the clerk assigned me a room. While I was in my room my attention was attracted by the sound of some one pounding on the wall in the adjoining room, and calling "Come in." I went to the door of that room, opened it, and discovered the same woman who had come to the hotel with me from the cars. I asked her what she wanted. She answered, "Come in." I walked to the foot of the bed upon which she was lying with all her clothes and bonnet on. I supposed that she was still intoxicated, and I left her room and at once informed the clerk that she needed assistance.

It is probable that the intoxication was due to morphine and chloral, which Mrs. Brantley took occasionally, and which is known to have produced similar effects upon her previously.

In continuation of the tragic story we quote from the testimony of the Marshal of Macon, who was also a deputy sheriff. He said:

I was acquainted with John Harris Brantley, and have known his wife Minerva since 1860. I have known Joseph N. Eskridge about twelve years. On the morning of the 4th day of December, 1870, I was ordered by the Sheriff to go to Shuqualak and summon a jury for the purpose of holding an inquest upon the body of Brantley. I was also informed by the Sheriff that Mrs. Brantley was in town at the hotel. I called upon her and told her that her husband was at Shuqualak, and that she must go with me to that place. She asked me if her husband had been arrested. I told her it made no difference; she would find out when she arrived there. Mrs. Brantley, at the time, was under the influence of morphine. She said she was suffering from neuralgia and could not go with me. I insisted that she should get up and go at once. She then asked me why I wished her to go with me, and inquired again if Mr. Brantley had been arrested. I told her it made no difference; that she would learn about that after we started; that she must get up and go with me, which she did. On the road to Shuqualak we came up with the Sheriff, who informed Mrs. Brantley that her husband had been killed at Shuqualak that morning. She made an effort to cry, but did not shed many tears. We then went on to Shuqualak. While we were on the road I handed her a letter. She then spoke of Mr. Brantley and said she had always told him that if he was ever killed or captured it would be at a time when she was going to him. On the way she talked of her affairs at home, saying that she was left in a bad condition; that Mr. Brantley was always writing to her for money, and she did not have any to send him; that he had written her to come on and see him, and she was afraid to stay away. Apparently, her husband's death was the least of her troubles. I asked her if she had any idea who did the deed. She answered that she had not; that she could not think of any one who had animosity against him sufficient to do such a deed. When we arrived at Shuqualak we passed within thirty or forty steps of the place where Brantley was killed. I asked her if she wanted to see her husband's body, and she said she did not. I inquired if she wished to go to the hotel, and she asked me if I did not have a friend at whose house I could take her, so that she would be secluded. I told her that I did have, and I carried her to Capt. Roll's house. During the drive from Macon she seemed quite indifferent about her husband and the manner of his death, and much of the time she talked and acted in an ordinary and unconcerned manner. She did not go to see her husband's body at any time. I remained at Shuqualak from about ten o'clock in the morning until about an hour by the sun in the evening. I visited Mrs. Brantley several times during the day. She made no allusion

to her husband, except to ask me what the notions of the people were about his death. I told her that they were saying that she was as deep in the crime as the man who committed the murder. She replied to this that she could not see what grounds they could have for such a feeling against her. I told her it was because of a letter written by her which was found on Mr. Brantley's person after he was murdered, stating that she would be at Shuqualak on the morning train of December 4th. I then asked her why she did not get off the train at Shuqualak instead of going up to Macon. She replied that she sent a gentleman, who was sitting on the seat next to her, to inquire if Mr. Brantley was there, and he told her Mr. Brantley was not there; and so she then went on to Macon because Macon was the next station. I asked her why she did not get off at Shuqualak, even though Mr. Brantley was not there. She did not reply to this question. She made no inquiry concerning the dead body of her husband, as to what attention was being paid to it, or whether it was receiving any attention at all. I told her I was going away, when she eagerly asked me where I was going. I answered her by saying that the Sheriff had ordered me to capture the man who had done this deed. When I said that she looked frightened, and pleadingly implored me not to go and leave her all alone, in such a condition; but to let some one else go, as I was all the friend she had. I told her I would have to go, or I would lose my office. She asked if I had any idea who the person was. I answered I had not. I further said to her that if she had, and if it was a friend of hers, she must tell me, confidentially, as her friend, and I then would know how to proceed. She replied, "Mr. Simmons, I cannot say." I then left her.

During the day I had made inquiries in Shuqualak about what had occurred there at the time of and immediately preceding the killing of Brantley, for the purpose of getting a clue to the murderer. I learned that a stranger came there the night before on a gray horse, and was first observed at about nine or ten o'clock when he hitched his horse in a back yard behind a store, and at about eleven o'clock he brought the horse in front of the store and tied it to a wagon. I was shown both places where the horse had been tied. I also learned that this strange man had been prowling about the place during the night until Brantley was killed, and then he left on his gray horse. While lurking about the depot, the stranger had a blanket thrown over his shoulders, and a double-barrelled shot-gun partially concealed under it. I got a minute description of this gray horse and made a careful examination of his tracks where he had been hitched, and noticed that the horse was barefoot except the left forefoot, which had a worn shoe upon it. After obtaining all the information I could, I followed the track of the horse from the corner of the depot where it had been hitched last. From the tracks the horse appeared to have taken an easterly course, towards Wahalak, going in a lope. As long as daylight lasted, we were enabled to follow the

horse by its tracks. At the forks of the road the tracks indicated which road he took, and also showed that he went in a lope for seven miles until he arrived at the house of Mr. Etheridge. At the house I learned that the horse and the rider had stopped there, and from a description of them I knew I was on the right course. I pursued an easterly direction, through Wahalak in Mississippi, to Gainesville in Alabama. We made inquiries along the road for the horse and rider, and thus were enabled to follow them. We also could see the tracks of the horse in the soft places in the road, as the moon was shining brightly. When we arrived at Gainesville, we learned upon inquiry at the ferry, that the man and horse had crossed the ferry in the direction of Eutaw, Alabama. After having our horses fed we continued our pursuit, crossing the Bigbee River at Gainesville, and rode eastwardly until we came to the house of Doctor Jolly, which is about six miles from Gainesville near Mount Hebron. All the way on the road from Shuqualak to the house of Dr. Jolly, wherever we could see the track, it showed that the horse was barefoot except the left forefoot. I became familiar with the appearance of the track so that I could recognize it at a glance. On the road we obtained frequent descriptions of the horse and rider; of the dress of the rider and the outfit of the horse. After crossing the ferry we met a negro, and from information received from him, and by taking him along with us, we went to the house of Dr. Jolly, which is about three hundred yards from the public road. This house is not the residence of Dr. Jolly, but that of his plantation overseer. Two gentlemen went with us from Gainesville. Arriving at the place, we went first to the overseer's barn, and there found, in a stable, a deep iron-gray horse, with head and neck whiter than any other part of him. He was a remarkably fine, stylish-looking animal. I found three of his feet bare, but the left forefoot had a shoe on it which was badly worn, particularly in front. After examining the horse and posting guards at the two doors of the house, the deputy who accompanied me sent the negro to wake up the overseer. The latter came out to the fence. We gave him a description of the man we were in search of, told him our business, and inquired if the man was in his house. We were informed that he was. By arrangement, we all went to the door of the room where the man was, when the overseer called to the man and said that he wanted some medicine which was in the room, and asked him to get up and light a candle. The man got up, lighted a candle, unfastened and opened his door, and we then seized him. When we arrested the man he asked, "What right have you to come here and arrest me?" I replied, "You are the man who killed Brantley at Shuqualak yesterday morning, and we are going to take you back there." The man then asked me what authority I had to take him from one State to another. I answered that my authority was "main strength," and that the Sheriff of Noxubee County had sent me after him, and I was going to take him back, dead or alive.



When we arrested the man I recognized his features, but could not recollect his name, as I had not seen him since the war. I said to him, "You know me, what is your name?" He replied, "I will not tell you till I see counsel in Gainesville." I told him that he would never see counsel in Gainesville; that the only counsel he could see would be in Shuqualak. In the room where we discovered him, we found his saddle and saddle bags, his double-barrelled shot-gun, and two pistols, six shooters. His gun was unbreeched and wrapped in a piece of blanket, and tied behind his saddle. I took the gun and examined it minutely. One barrel was loaded with eighteen buck-shot, such as are commonly called blue whistlers. The right-hand barrel was empty, and appeared to have been shot off. The gun was a new one, and the left-hand barrel appeared never to have been used. We took the man and put him on a horse, and took him back to Gainesville. On the ferry flat at Gainesville he called me aside and said to me, "Simmons, I know you, I knew you at first, but I did not want to let you know my name until we got here to Gainesville, where I can have counsel." I told him he might just as well tell me his name at once, as he could have no counsel in that place. He then told me his name, and I recognized him as Joseph N. Eskridge, a man whom I had known before. He again asked me to let him see counsel in Gainesville. I refused to do this, but I untied him, and advised him to go back with us voluntarily, as it would be better for him to do so.

The place where we arrested Eskridge is in Green County, Alabama, thirty-four miles east from Shuqualak. It was about daylight, on the morning of the 5th of December, when we reached Gainesville. There we purchased a bottle of whiskey, and at Eskridge's request, we bought a small vial of morphine for him. We remained only long enough to effect these purchases, and then rode on towards Shuqualak. When about a mile from Gainesville we stopped, and Eskridge took some morphine, while we took a drink of whiskey, and I invited Eskridge to take some with us. He did so, and then commenced crying. He said he would not mind being taken back, if it were not for his wife and two little children, that he had as good a wife and two as lovely children as were in the State of Alabama. I said to him, "Joe, what did you kill Brantley for?" He replied, "If I killed him, I had a cause; but I did not do it." He spoke the latter part of the sentence in a low tone of voice. He then said, "Woman, woman, woman, this kind heart of mine has brought me to where I am." I then stopped him and told him not to talk any more on that subject. We proceeded on our way, and when we came near to the church in Shuqualak, where the graveyard is, we saw a burial procession at the graveyard; and the deputy accompanying us said they were burying Brantley there. Eskridge then said to me, "Simmons, for God's sake, don't carry me past there; I do not want to be disgraced that far." As he spoke he became very

pale. We then turned around, to avoid going past the burying-ground, and Eskridge asked us to stop a moment until he could take another dose of morphine. While taking the drug, he remarked that it was the only thing which would ease his troubles. He then requested me not to take him through the town where the people could see him; that he did not want to be seen going to prison. I complied with his request, and conducted him by a back way to Esquire Hayne's house, and placed him under guard in a private room upstairs. I there left him. As I was about leaving him, he asked me if Mrs. Brantley was in town. I answered that I did not know. He desired me to ascertain and let him know, as he wished to see her. I told him if she was there I would return and inform him; but if she was not there I would not come back. He requested me to get him another vial of morphine and send it to him, as he had taken all that I obtained for him in Gainesville. After leaving Eskridge I went to the house where I had left Mrs. Brantley the evening before, and upon inquiry was told she had gone from there to Kemper County, about eighteen or twenty miles distant.

On the morning of the 6th of December, Eskridge was taken before a court composed of three magistrates of Noxubee County, for preliminary examination. He was fully identified by three or four persons as the man who rode up to the railway station, on the night of the 3d of December, on a gray horse, and who had been observed prowling about the station, as already described. He was promptly committed, without bail, to answer the charge of murder of John H. Brantley. He was first taken by cars to Macon, and kept there, under guard, over night. The next morning, which was the 7th of December, he was lodged in jail.

On the morning of the 8th of December a warrant was issued for the arrest of Mrs. Minerva S. Brantley, on the charge of being accessory to the murder of her husband. A deputy sheriff made the arrest at the residence of Mr. Maury, in Kemper County, whither Mrs. Brantley had gone from Shuqualak. The officer who made the arrest testifies as follows:

I told her I had a very unpleasant duty to perform, as an officer; that she was my prisoner. She was sick in bed and unable to be removed. I summoned her attending physician, and he decided she was not able to be moved. When I first went into her room she was in bed, lying with her face from me, with her head on the far end of the pillow. The end of the pillow towards me was tilted up, and I noticed the handle of a small Wesson pistol, which I took and removed from under the pillow. When I told her she was my pris-

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oner, she turned in bed and put her right hand under the pillow from which I had just taken the pistol. I said to her, "It is not there." She then laid down in the bed and had a sort of a fainting spell. I examined the pistol soon afterwards, and found three cartridges in it. I remained at the house, in charge of Mrs. Brantley, three or four days, at the expiration of which time the Sheriff and Deputy Sheriff Simmons came and took her to my own house, in Macon, where I guarded her until between the 10th and 20th of December.

Deputy Sheriff Simmons testifies relative to his official visit to Mrs. Brantley, during this period of her arrest, as follows:

When we arrived where she was, Mrs. Brantley drew me aside and said: "Mr. Simmons, I will never forgive you for this." "For what? For bringing Joe Eskridge back?" She answered, "Yes." I told her she need not blame me for that; that, in my opinion, she knew as much about who had committed this crime before he was captured, as she did now. When we left the house, Mrs. Brantley rode in a buggy with me, and continued to ride with me for three miles or more of the way. She talked about Eskridge, and asked me if he had said she had anything to do with the murder. I told her he had not. When we reached Noxubee County, the sheriff drove up and stepped into the buggy with Mrs. Brantley, and I got into his buggy.

Mrs. Brantley soon afterwards was brought before a magistrate's court on preliminary trial. She waived examination, and consented to give bail for her appearance at the next term of the Circuit Court of Noxubee County, in the sum of \$7,500. The court, without solicitation from the defendant, fixed her bail at \$1,000. After furnishing the required bail, Mrs. Brantley went to Chattanooga, and visited other places, returning to Macon, and to the house of Deputy Sheriff Reid, during sitting of the Circuit Court at the Spring Term of 1871. While at the house of Mr. Reid, she wrote a very lengthy letter to Eskridge, who was then in jail in Macon. Concerning this letter there are interesting particulars in the testimony of Mrs. Reid. That lady said:

Mrs. Brantley was brought to our house in the month of December, 1870. She boarded with us a prisoner until her bond was made. I had frequent conversations with her during her stay, which was about three or four weeks. She frequently referred to Eskridge, and spoke of him as a good and kind man. She expressed great sympathy and sorrow for him, and said that she could not believe he

was the man who had killed her husband. She sent a newspaper by her brother, whom she called Bud, and told him to take it to *him*, she called no name. Her brother refused, and said, "Oh! no, sis, I don't want to." She then entreated him and said: "Oh take it, do; he is so lonesome, and wants something to read." Bud put the paper in his pocket and went away. I saw a lady called Mrs. Eskridge, while she was in Macon. She had a child with her named Morton. Mrs. Brantley was at my house at that time, and Eskridge was then in jail. The day before she left my house she wrote a lengthy letter; was writing almost all day and nearly all night, and she was crying nearly all the time she was writing. In the afternoon of that day she asked me to walk out with her, and I did so. While walking, we passed by the jail, and she asked me to point out the room which *he* occupied in the jail, and which window he could look out of. Soon after our return she recommenced her writing, and took her writing materials out on the porch. She continued crying, and told me she was writing to a cousin of hers who had not heard of her trouble. She wrote until dark. After supper a neighbor came in, and in the course of conversation he spoke of a man by the name of Moore who had been arrested and put in jail here. Mrs. Brantley joined in the conversation and seemed to be much interested. She inquired how it happened that Moore was so easily caught, and was told that he was detected by a peculiar watch-key and chain that he wore. She continued her writing in my room until after midnight, having inquired first if it would disturb us, stating that she had a great deal of writing to do. She left my house the next morning, saying she was going to Chattanooga. Before leaving she came into my room and laid the letter which she had written on the mantel, and asked me to deliver it to Mr. Reid, my husband, with a request that he would hand it to Col Dismukes, her attorney. I took the letter from the mantel; it was unsealed, and addressed upon the outside to Col E. Dismukes. I opened and read it all. I am acquainted with the handwriting of Mrs. Brantley. It was her handwriting. I copied the letter, and copied it carefully, word for word and letter for letter. Where a word was erased in the letter I erased it in the copy I made, and it was in all respects a perfect copy. When I had copied it, I gave the letter to Mr. Reid. The copy which I made is now on file in the office of the Clerk of the Circuit Court of Nuxubec County.

The letter to which the foregoing testimony alludes was enclosed in a sheet of paper upon which were written the following words:

COLONEL DISMUKES—Will you be so kind as to hand this letter to —, and oblige  
Yours truly,

M. S.

The whole manuscript was placed in a large envelope addressed to Colonel E. Dismukes, and was delivered to him upon his calling and inquiring of Mr. Reid for it, saying that he had received a telegram from Mrs. Brantley requesting him to call for it. The full text of the letter is as follows:

MY OWN PRECIOUS ONE—We did not come this morning as we expected; we were left. Oh, my darling! oh, how painful, how cruel and agonizing it is to my poor, sad heart, to be so I can almost hear you speak, but dare not go to you. Bud\* wants to see you, but I think it best he should not. He is perfectly willing for me to do everything in the world for you, and will assist in getting money for you. I am going to raise money for you, my own darling one, if I have to sell my land. You shall be released, *cost what it may*. I cannot live, my sweet one, if you have to suffer in this way, for you are suffering, surely. Bud is willing for us, just as soon as we can raise the money, to go far away to some new state; and now, my precious one, promise me that when you are free you will not stop until you are far, *far* away from this country. Do not, for God's sake and your own loving "D."† sake, try to see me. It will not do for us to see each other in this country, for you will be *hunted down*, and of course I will be wretched, for they will think that you will be somewhere near me. Oh, my heart's idol! is it not better for you not to see me for years?—but it will not be that long. Oh! sweet one, I know you are crazy to see me, and it will almost kill you to have to live without seeing me; but *it must not be*. Promise, swear to me that you will not; that you will go far, far away from me. You know, my own darling, that I will join you as soon as it is prudent and safe for me to do so. I swear, so help me God, I will not rest one moment until I get my business in a condition so that I can meet you. You are my life, my all on earth. I love you, my own sweet one, more than life. I live for you, and I would die for you, bless your precious soul. My darling, it would be a pleasure to die, if necessary, for one so sweet, so noble, so faithful and good as your own precious, loved self is. Oh! my darling, what is life to me without you? Nothing but a lonely, wretched, and miserable existence. You almost fill my every thought, every desire, and there will not, cannot be any peace for my weary, anxious soul until you are free and I am with you.

My dearest one, you must go far away into some new State, and firmly bear our separation like a true man, with patience and cheerfulness, until I can join you; for I swear to you, my own loved one, that my soul, heart, and mind shall know no fear nor rest until I join you; and that I am coming to my own darling the moment I get the

\* "Bud" is the pet name of Mrs. Brantley's brother.

† "D." is Mrs. Brantley's signature, as used in her secret correspondence with Zakridge.



money—for we must have money, we cannot live without it, and I am going to have it at any sacrifice. I will sell the last thing I have on earth to raise it. I am fearful I will have to sue for my insurance policies before I can get that money. Bud is willing for us to leave this country; indeed, he is very anxious to have us do so. He expresses a great deal of sympathy for you, my own sweet boy. We can find places where we can live unknown and in safety. The only trouble will be in your getting away. When you first leave here, my darling, you must be so cautious and prudent in travelling. I would not go where there are telegraphis. You will have to disguise yourself completely. Have nothing about you that could be recognized, not even your name. Oh! my precious one, I am so fearful that if you do get out you will not be prudent or cautious enough. If you stay here and stand a trial, I am so fearful they will do the worst they can against you. Oh, my precious one, will you promise your devoted "D." that you will trust to her undying love, her true sincerity, and everlasting faithfulness and devotedness to you? that you will not give yourself any uneasiness about her, but rest assured that she loves you with a deathless love which the whole world cannot change? and that your "D.'s" every thought and hope is of you, and that she will employ every moment, and bend every energy for you! Precious, darling one, believe me, so help me God! your "D." will join you even though you are in Europe or any other part of the world. Yes, my sweet, worshipped boy, I am coming to you or will die in the attempt. Oh! sweet one, will you take the advice of her whose very being and existence is centered in you? Sweetest, dearest, best of God's creation: yes, darling, I am proud of your love, and thank God in the fulness of my heart for blessing me with such pure and faithful love as yours. You alone, darling one, can make me happy, and I will die a thousand deaths before I will give you up; yes, I first will sacrifice every earthly joy and pleasure—indeed, all that is near and dear to me.

My darling, I will remain in Chattanooga until I hear from you. You must destroy every letter I write you, for it would ruin us forever if they should be found. When you read my letters do not let any one see you. Oh! how my heart longs to be pressed to your faithful breast once more. It is cruel, oh, most wretchedly painful, to have to wait for that sweet, blessed hour when we will meet to part no more on earth. My darling, let us pray to God to reunite us, and for a Christian resignation to suffer patiently our separation until we can join each other in safety. God is merciful and good, and He will not deprive us of the greatest consolation we have on earth, although the dark clouds of hopeless despair hang threateningly over our gloomy pathway, and the sunshine of hope seems forever fled. In His own good time He will bless us with peace and happiness. Many have suffered the same bitter trials and sorrows, such as we now endure, yet in the end have come out triumphant

So let us, my own darling, strengthen our hearts with new hopes, energies, and fortitude to bear all; and prepare ourselves with renewed vigor to conquer or die; to overcome all obstacles which would keep our hearts apart. Oh, my own sweet boy! if I could only feel that you will cast off all unhappy feelings, and cheer up and endure your troubles like a brave and true man, I would be so much happier. So do be cheerful, my darling, and determined to be free. I almost die with all sorts of fears and misgivings concerning you. Will you do as I beg and entreat of you? and, oh, believe and trust in your own devoted "D.'s" faithfulness and undying love for her own worshipped and idolized boy.

There goes your dinner.\* Oh! my darling, it recalls happy scenes of days gone, when we used to have our meals brought to us. It is almost more than my sad, aching heart can stand; and to think, darling, that the one I so intensely, so fondly, so madly love, should be so cruelly and awfully treated! I would to God I had the power, then my darling should be free—should not remain one moment more in that old, hateful place. Oh, God, have mercy, and deliver my precious one from his enemies; and restore him, most gracious God, to her who will never, never know peace, nor happiness, nor rest, until he is free. Precious, I have wept thousands of bitter tears over this letter. I write awhile and cry awhile.

My darling, I am truly glad and delighted that M.† is to remain with you. It is just what she ought to do. It will be so consoling and cheering to you in your loneliness to have her who loves you and is so near to you, to your heart. Oh! my precious one, I sometimes feel that I am doing wrong in loving you, when your sweet and lovely wife, who should occupy your whole heart—I am sometimes fearful that God will not bless our love. Oh! if you could only forget me, and bestow all of your heart's best and warmest affections upon her who, before God, is fully entitled to them. I sometimes think that it would be better for all if I were to go into a nunnery, and there is but one thing that keeps me from it, and that is my promise to you. My darling, try and keep M. with you all the time, for it will be a great consolation to me to know that you have a loved one with you. Oh! would there was more for me! yet all can see you but poor me! It is too bad, too cruel!

Precious, I have heard so many lies since I returned to this place, that it makes me hate and despise mankind. How can men tell such base, malicious lies? I do believe the old devil has been turned loose and has possession of most men. How I long to leave this country and go to some far distant one, where I will never hear of any person whom I ever knew. My darling, I am heart-sick this evening. Your "D." looks ten times older than when you saw her last. Grief and

\* Eakridge's meals were sent to him from the house wherein Mrs. Brantley was writing.

† "M.," Eakridge's wife.

sorrow are leaving deep and lasting traces upon her brow and heart. Yes, all within is dark and lonely, desolate and wretched. Oh, what is life to me now? I would pray for death, darling, if it were not for you. I must live to save you; to help you to be free once more. I must live, I must suffer all, bear all, for your sweet sake. I will never give up the ship, but will struggle on with undying faith, hope and energy, until she is brought safely into port. Oh! my darling, you cannot feel more miserable than I, for although my poor, feeble body is not imprisoned, yet my heart, soul and thoughts are, for they are with you day and night; and your sufferings, griefs and sorrows are all, all mine. Believe me, dearest, my spirit watches over you day and night. I am with you, always with you. Oh, darling! pray with your own "D." to our Almighty Father to sustain you in your undertakings, and to restore you soon to the loving arms that are tremblingly awaiting to forever clasp around you. My darling, I could never pray with any faith or power before. My every breath is a prayer for my absent, darling boy. Just as soon as I return to Chattanooga, I will send you my picture, which I will have taken; but you must be so careful with it. Keep it close to that heart whereon I so often have lain my weary head. My darling, it seems impossible for me to stop writing to you. I will send you some papers for you to read in your lonely hours. Oh! how can I say farewell? how can I part with you? how can I leave my sweet one? I have almost cried my eyes out; indeed, they are so weak from crying I am uneasy about them. Write to your own "D."

5 o'clock.—My loved one, since I returned this evening from a walk in which I had to pass the dark and gloomy walls wherein the idol of my heart is confined, I feel that death would be to me a blessing. Oh, merciful God! to think the idol of my soul should be cruelly and wrongfully shut up in that gloomy —. Oh, it will kill me! the very thought is maddening. I must leave this place or I certainly will go mad, yes, *mad*, if I remain a week longer. It is more than my poor, grief-stricken heart can bear. I am weeping the most painful, the most bitter tears I ever shed in my life, now while I am writing. Did you see your "D." as she passed by? Oh! I never can tell you the agony I felt. I have had sorrow, but never in all my life have I suffered such painful, excruciating grief as I now am suffering for you. My darling, all say to me that I am free from all my troubles; that I should be very happy. Dearest one, they know not what they say, they know not the utter desolation, the wretchedness, the imperishable grief that fills my soul. They know not that all my earthly happiness, nay, my very life and existence, are confined in that gloomy prison. I cannot live if you are not released. I shall go crazy or will die. I truly believe I have been almost insane all day. Oh! my darling, why did you not write your "D." one sweet line to-day, to cheer and console her poor heart. I know you have with you those who love you fondly, and I will not be selfish. God

blest dear little Morton;\* how truly I love him, for he is my darling's child, and his children are dearer to me than all others. How much I would love to have him with me!—and, darling, as long as I have a cent, I will share it freely with your loved ones, for they are mine also. It would kill me to learn that they ever suffered while I have a cent left. Precious, I am going to try to sell my land, so that we will have money enough to buy us all a home in some distant, new State.

Should you get out, let me beg of you to wear nothing whatever that you have worn before; not even your sleeve-buttons. Do not have any baggage that you have with you now, for if you do, you will be described, and it may be the means of your recapture, as were the things of Moore. He was discovered by a key upon his watch-chain. See what little things will do. Oh, how can I stop writing, for it is my only pleasure and comfort! When you write me, direct your letters like the others, except do not put on them "strictly private," as it may cause suspicion. Try and disguise the backing of your letters, as they may have found out your handwriting in the office here. Give all your letters to Dismukes to put in the office. My loved one, write to your "D." soon. God bless you and our dear loved ones.

Ever yours until death,

"D."

It is now a well known fact that at the date of these occurrences the prison discipline in some of the Southern States was of an exceedingly loose and uncertain character. The officers of justice were those least competent to serve as such, and in some instances even the bench was in the custody of persons without honesty or reputation. It is not to be wondered at, then, that this beautiful woman, who was so madly in earnest, should have found an official ear willing to listen to her entreaties. Little surprise was manifested when the fact was made public that the cell of Eskridge was mysteriously vacant; that the prisoner had gone, no one knew whither.

The extent of Mrs. Brantley's complicity with the murder was not then known, nor was it generally credited, and those who did suspect such a thing possible were willing to excuse or justify it. Not only was Mrs. Brantley the charming woman we have described, but her husband was known in the locality as a miserable vagabond and a fugitive from justice. It was no wonder that she could not mourn a loss which was merely

\* Morton is Eskridge's little son.

nominal, not real. The criminal proceedings against her were quietly abandoned, and she then only needed to return to Selma for the furtherance of her plans, and to notify the insurance companies of her claims against them. This she did through her counsellor, General Morgan. Without delay legal steps were taken by her attorney for the recovery of the sum insured, which action resulted in the disclosure of the plot culminating in the tragic manner we have related. So overwhelming was the evidence produced by the Travelers Insurance Company in defending the suit, the plaintiff saw that her cause was not only hopelessly lost, but that her liberty, and perhaps her life, was endangered. A discontinuance of the suit stopped the introduction of further evidence, and the plaintiff disappeared from public gaze. For a long time her whereabouts was a profound mystery, known only to her legal advisers, if at all times it was known even to them.

The developments resulting from the insurance suit occasioned further steps to be taken for the recapture of Eskridge, and finally he was discovered and arrested in Texas, whence he was brought back to Mississippi, where he was tried for the murder of Brantley, and upon being found guilty was sentenced to be executed. That the extreme penalty of the law would have been carried into effect, there is no reasonable doubt; but during the Governor's temporary absence from the State, a pardon was obtained from the negro Lieutenant-Governor. It is generally believed that a bribe of \$500 was the price paid for Eskridge's pardon. We have no positive evidence that such, or any sum was paid. Our only reason for discrediting such a rumor is, that so large a sum as \$500 was regarded necessary to purchase a pardon from the official who granted it.

#### THE HUNTER-ARMSTRONG TRAGEDY.

Benjamin Hunter was a man who stood well in business circles in Philadelphia, and who had accumulated money in the kitchen range and boiler manufacture. He was respected in the church of which he was a member, and was said to be a kind and affectionate husband and father. An old personal friend, John M. Armstrong, a slender, good-looking man,



rather deaf, about forty years of age, who was engaged in the music-publishing business, induced Hunter to invest money in his business as a special partner. When this association was dissolved by limitation, Armstrong was in Hunter's debt to an amount exceeding seven thousand dollars. The undertaking turned out unsuccessfully, and Hunter complained bitterly that Armstrong had lived in a style beyond his means, that he avoided and slighted his creditor, and evinced no disposition to meet his indebtedness. Hunter, who was noted for his avaricious spirit, brooded over the loss till he conceived what he termed a "deep-laid plot" to insure Armstrong's life in his own behalf for a large sum—much larger, as afterward appeared, than the amount of the obligation—and eventually compass his premature death.

He proceeded to carry this villainous design into execution by taking out the following policies on the life of Armstrong: One for \$10,000 in the Manhattan Life, one for \$10,000 in the Mutual Life of New York, and one for \$6,000 in the Provident Life and Trust of Philadelphia. Armstrong was too deaf to catch the mention of these sums at the offices, and Hunter told him that the total insurance was only \$7,500, just enough to cover the amount of his indebtedness, and thus disarmed suspicion. Hunter's next step was to procure an assassin for his victim, and he found one in Thomas Graham, a dissolute fellow, formerly his apprentice, who consented to do the deed for \$500. Hunter took a journey to Virginia, with the understanding that the murder was to be accomplished while he was away; but nothing was effected during his absence, Graham becoming chicken-hearted and infirm of purpose, and he found that he himself would have to take a direct and active hand in the work of assassination. He forged on a postal card a message from Ford W. Davis, of Camden, the New Jersey city on the opposite shore of the Delaware River, to Armstrong, inviting the latter to visit him (Davis) in that town to receive money in payment of a debt due to him. Armstrong caught at the bait, and Hunter and Graham accompanied him. Before leaving, Armstrong sent a note to his wife informing her that he would not be at home to take tea that evening, as he was going to Camden with Hunter and Graham to receive some

money. This was January 23d, 1878, seven weeks after Hunter had taken out the policies on Armstrong's life. Hunter had bought a new felt hat and a hatchet, and muffled himself up so as to be unrecognizable. Graham was provided with a hammer, on the handle of which, as well as that of the hatchet, were cut the initials F. W. D., implying a design to throw suspicion on Ford W. Davis, against whom he owed a grudge, and whom he was willing to see convicted and punished for his own crime, for which every preparation had now been thoughtfully and carefully made.

When the victim reached the corner of Fifth and Vine streets, Camden, near Ford's residence, Hunter gave the signal by uttering the word "yes," which the deaf Armstrong did not hear, but which brought Graham, who had slunk behind, up to the work, and he felled Armstrong to the earth with his hammer. As he sank beneath the force of the blow, he turned on Graham such a look of pitiful appealing and distress that the assassin, pierced to the heart with remorse, threw away his murderous instrument, turned and fled in horror. But Hunter, a bolder and more hardened wretch, completed the butchery by smashing the victim's skull with his hatchet. The assassins met again at the ferry, where, in answer to Graham's anxious inquiry, Hunter replied, "I finished him." Graham received \$10 on account from Hunter as payment for the part he had taken in the murder.

When Armstrong was found on the sidewalk he was insensible. He was taken to his home in Philadelphia. The hammer on which the initials were cut was picked up, and Ford W. Davis was arrested. James P. Demaris, another resident of Camden, likewise involved in business complications with Armstrong, was also imprisoned on the same charge, as an express driver testified that he saw two men running away on the fatal night from the scene of the murder. The appearances against them were dark and menacing. At daybreak, after the night in which Armstrong was struck down, his son Frank, prompted by the note his father had sent the evening previous, called on Hunter for an explanation; but Hunter declared that he had not been at Camden on the night before, and that if Armstrong had written that he was going there

with him he was "covered with lies from head to foot." Hunter went soon after to the shop of one Peter Epp, to request him to go with him to repair a boiler; and as they were on their way, begged him as a favor, because a man had been hurt at Camden where he had been the night previous, to state that he, Hunter, had been at his place at that time, lest his wife should be angry with him and he should be brought into discredit in his church. Epp, who is said to have been a decent mechanic, was foolish enough to comply with the request.

Then came a climax which revealed the fiendish and revolting cruelty of Hunter. After calling at Armstrong's with Epp to force his alibi on the family, he returned later in the day, and quietly entered the room in which the dying man lay. The wounds had been staunched and carefully bandaged, and the sufferer was lying unconscious on the bed. Mrs. Smith, an old friend of the family, acting as nurse, was the only other person in the room, the doctor having just gone. Hunter, seizing the opportunity, said blandly to Mrs. Smith that he would see to Armstrong and relieve her for a little while, urging her to go down and comfort Mrs. Armstrong. Mrs. Smith left the room. In a few minutes she returned. She saw, to her horror, that there was a complete and terrible change in the dying man. His body was in a violent tremor, he was moaning, and his wounds were bleeding afresh.

In the excitement, Hunter said he would go for a doctor, and left the house. It was then discovered that the bandages had been torn from the murdered man's head, and that a clean napkin, which had just been placed over it, had been taken away. Fearful lest Armstrong might be so far restored to consciousness as to reveal the name of the murderers, the miscreant had torn open the wounds he had made, and thus rendered his victim's death certain and speedy.

A few days after Armstrong's death Hunter accepted an invitation to go to New Jersey "to give important testimony in the case," but was not permitted to return home, the suspicions against him, however, being mainly based on the fact of his holding the large insurance on Armstrong's life, and his excessive eagerness to divert attention from himself. As the chain of evidence grew stronger, Davis and Demaris were released, and Hunter was bound over on the charge of murder.

Thomas Graham was next suspected as an accomplice, and was "shadowed" by the police for many weeks, a detective obtaining rooms in the house where Graham boarded. Enough was learned to warrant Graham's arrest, and on the 19th of March, two months after the murder, he was taken over to Camden, where he made a full confession of the deed. He recited Hunter's proposition to him to murder Armstrong, for which he (Graham) was to receive \$500; how the conspiracy failed on one occasion; how on the fatal night Hunter, wearing a new felt hat and with his face muffled, went in company with Armstrong to Camden, Graham following then with the hammer which Hunter provided him with, and how at the corner of Fifth and Vine streets Hunter gave him the signal for the attack. Graham then claimed that after he struck the first blow his heart failed him on seeing the distressed and reproachful look of astonishment on the face of their helpless victim, and he then threw down the weapon and ran away, leaving Hunter and the victim in the darkness. Soon afterward Hunter joined him at the ferry and informed him that he (Hunter) had "finished him." Both then crossed the river and separated in Philadelphia.

After this confession a true bill was found against Hunter, and on the 10th of June he was brought to trial. Testimony which was clear and conclusive showed that Hunter not only murderously assaulted his victim in the streets of Camden, and by cutting the initials on the weapon sought to involve an innocent man, but that he also went to Armstrong's house in the character of a friend on the day after the assault, and tampered with the wounds on the head of the dying man, who was still insensible, causing them to open afresh. His counsel made great efforts to prove an alibi, but they broke down, and on the 3d of July Hunter was convicted of murder in the first degree. Although the jury remained out nearly three hours, it was subsequently reported by some of them that they would have convicted the accused without leaving the box had they not dreaded the ensuing excitement.

The insurance motive, the purpose to profit by insurance contingent upon the life of Armstrong, was clearly pointed out in the course of the summary of the public prosecutor, Mr. Jenkins, who said:

" Benjamin Hunter, the defendant, had obtained an insurance of \$26,000 on the life of John M. Armstrong, and this fact we contend furnishes the motive which led to the murder. The defendant was not a rich man at that time by any means, as it has been shown to you in this case.

" His property was only valued at \$32,000, while his income merely amounted to about \$2,200. His taxes, the interest on his mortgages, and his water rents amounted to \$750; and the premiums on these policies amounted to something like \$1,000 or \$1,100, which, after being deducted from the amount of his income, would only leave him about \$500 a year upon which to support his family. He had a large family, and this sum was apparently insufficient to support them in the style in which they had been living. He had his carriage and his horse, he had his servants, and he had his house to maintain; and \$500 was too small with which to meet the expenses of his expensive household. It would have taken \$3,000 a year at least. He had retired from business, and had been living in style. It is a hard matter for those who have been accustomed to the luxuries of this world to retrench those expenses which are necessary for the purpose of affording them. It is an easy matter for a poor man to become still poorer; but it is hard for a rich man to give up his accustomed way of living, and this is the experience of all of us in this age in which we live. Benjamin Hunter told you that Mr. Armstrong understood thoroughly that the policies of insurance to the amount of \$26,000 were to be taken out upon his life by him. He stated that they had a conversation together about this matter; and that Mr. Armstrong understood it thoroughly. But from the testimony of Mr. Vanuxem, it is apparent to you that Mr. Armstrong did not thoroughly understand the negotiation of this insurance. John M. Armstrong had no idea that the defendant was intending to procure \$26,000 insurance, for when he went to the New York Mutual Life Insurance Company, in Philadelphia, to be examined, and told Mr. Vanuxem that the policy to be taken out was only for the sum of \$2,500, Mr. Vanuxem asked him, 'No more?' And he replied, 'No; \$2,500.' Armstrong was not so big a fool as this defendant would have you believe. He understood his business, and he knew that he did not want \$26,000 of insurance upon his life when he only owed the defendant six or seven thousand dollars. What, then, was the object the defendant had in taking out that amount of insurance upon his life? If Mr. Armstrong had lived the length of time for which those policies were taken out, the aggregate of premiums would have amounted to more than the several policies combined. These policies of insurance were a heavy load for the defendant to carry; but he tells you that his sole object in taking out these policies of insurance was for the purpose of benefiting the creditors of Mr. Armstrong. Was ever such an idea conceived—that he intended to pay \$1,000 a year for the space of twenty years in order to satisfy



the creditors of John M. Armstrong? He was confident, and he thought he knew that he could claim every cent of this money at the death of Mr. Armstrong. In fact, he even went so far as to ask Mr. Ashbrook, the agent of one of these insurance companies, to have the policy made out in such a way that he could collect it immediately after the death of Mr. Armstrong; and then, after his death, what do we see the defendant doing? Three days after John M. Armstrong died we find this defendant placing that policy in the hands of a lawyer for the purpose of having it collected.

"I say, therefore, that the State in this case has shown a very strong motive to lead the defendant to commit this murder. Remember, also, that Mr. Hunter was one of the best friends in the family of Mr. Armstrong. He was continually loaning Mr. Armstrong money, but he was always well secured."

After his conviction strenuous efforts were made to save the wretch's life. Judge Woodhull overruled a motion for a new trial. Hunter was ably pleaded for before the Court of Errors and Appeals. The great influence brought to bear on Governor McClellan proved unavailing, and Hunter was doomed to pay the penalty of his crime.

When Hunter found that his sentence would certainly be executed, he showed, in an attempt to commit suicide, the same resolute cunning and unflinching determination he had displayed in murdering Armstrong. While chatting, joking and laughing in his "cage" in Camden jail, with his keeper, Nisson, and smoking his cigar with an air of *sang froid*, he managed, under the pretense of rubbing his feet and ankles under a piece of carpet to keep them warm, to cut the arteries of his instep with a sharp, ragged piece of tin, filling the spittoon under him with blood, and had he not been handcuffed and a doctor called in to stop the hemorrhage, he would have bled to death. He became very weak from loss of blood and refused to eat, and was kept alive by stimulants. His pulse at various times was as high as 180. As the time approached for execution, efforts were made to overcome extreme nervous prostration by pouring down copious draughts of brandy. But being utterly helpless and unable to walk, he was carried to the enclosure oblivious to all surroundings. At 11.25 A. M. the sheriff cut the auxiliary rope, and here occurred a sickening spectacle. The rope either had too much slack or gave way so much that it lifted the culprit barely from the floor, when

he fell back and was caught by the assistants. Sheriff Calhoun seized the rope leading to the basement and hoisted Hunter into the air, and he was hung only by a number of persons holding to the rope during the whole time of suspension. The physicians said that his neck was not broken, and he died by strangulation.

Thus ignominiously perished the victim of his own insatiable avarice. His greed tempted him to commit murder, and his meanness toward his accomplice led to his betrayal. His excessive confidence in his own cunning helped to complete his ruin. He persisted in trying to deceive his own counsel till it was too late for them to save him. Had he confided the facts to them at first, they would doubtless have sent Graham out of the way of arrest. Hunter's attempt to rectify the blunder by bribing Monks with \$200 to poison Graham in prison, was a piece of folly from which his counsel found it hard to dissuade him. Monks would have kept the money and betrayed him sooner than Graham did. Hunter, it is said, expressed no contrition for the murder he had committed, but quite broke down when its effect on his family, his wife and children, was presented to his mind. The love of one's own is a feeling cherished even by the most brutal natures, and its exhibition on the part of this wretch was the one bright spot in the picture on a background of revolting depravity.

Looking back upon this burlesque on judicial forms of execution, and upon the mental anguish and physical suffering which attended the last days of Hunter, the majesty of offended justice, it would seem, could have demanded nothing more in the way of satisfaction. If the vindication of law meant that the hangman's rope must be preceded by the helpless torture of suspense, the hopeless agony of disappointment, the desire without the capacity of self-destruction, the inexpressible woe of a wrecked and crushed spirit, and the maddening remorse and horror of the closing hours, violated law had nothing more to ask.

In the course of his fragmentary confessions Hunter said: "Armstrong thought I had but \$2,500 in each of the three insurance companies, and this would have covered his indebtedness to me. I had him insured for \$26,000 without his

knowing it. I had queer thoughts concerning him then, but I had no idea of killing him. It was that cursed insurance did it all. That put the thought in my head and kept it there, and that impelled me, I know not how, to do what I did." It was not that insurance is a curse, except in its falsification or illegitimate misuse: the bread which sustains the body, and the bread of eternal life which sustains the soul, may be perverted to base uses. The curse was in a nature which, when unmasked, exhibits a degree of inherent debasement that seems to have been unsuspected by his neighbors. To outward appearance he was a respectable, well-behaved, law-abiding, church-going citizen; he was revealed as a demon of avarice, a monster of iniquity, a felon at heart waiting only for the opportunity to strike his victim. One would think that in deliberately scheming to kill his friend in order to make money by his death he had reached the depths of fiendishness. But he went further. There was a lower deep. He plotted the ruin and probably the conviction on circumstantial evidence of an innocent man, Ford W. Davis. He forged a chain of evidence which so seriously implicated Davis as almost to afford presumptive proof against him. He employed Graham as a bribed assassin, and had it not been for the hireling's confession, Hunter could have seen either of them hung without wincing, and without remorse. Society could not at first comprehend how a man with so fair an exterior could reveal such immeasurable outlawry and ruffianism, but society now knows that the most abandoned criminal could not have shown more coolness and cunning in the execution of his plans.

As to the accomplice, Thomas Graham, public sentiment was against conviction of murder in the first degree, because as Hunter was convicted mainly on Graham's testimony, it was felt that no one would be likely thereafter to turn State's evidence in New Jersey, and thereby fatally incriminate himself. The question was not whether Graham deserved hanging, but whether in view of the use the State made of him, and of universal custom, it would be wise or just to hang him. Under advice Graham pleaded guilty of murder in the second degree, and was sentenced November 24th, 1879, by the Supreme Court at Trenton, to twenty years at hard labor in the State Prison.

Chief Justice Beasley, in pronouncing sentence, said it was only from motives of public policy, in view of the valuable evidence furnished by Graham, that the plea was accepted. He served his time, which was shortened by good conduct, and was released from prison August 15th, 1893.

In May, 1882, Armstrong's heirs brought suit to recover the amount of insurance placed on his life at the instigation of Hunter. A test was made in the United States Circuit Court, Eastern District of New York, against the Mutual Life Insurance Company. Before the policies were issued, Armstrong had executed an assignment to Hunter of all policies that might be issued. The former, therefore, according to well-settled legal principles, had no interest in an insurance which was the sole property of his murderer. When Hunter was convicted of his crime and paid the penalty on the gallows, it was generally supposed that the anticipated profits of his fraud perished with him, and that any attempt to collect the money in behalf of his estate would meet with summary failure. But this attempt to recover the money in behalf of the murdered man's family raised strange questions in ethics as well as in law. Public policy demands that fraud should defeat a contract whether it be the destruction of insured property or insured life. Is that policy changed in respect to the sufferer from the fraud? Public policy is certainly against recognition of a contract consummated for purposes of fraud. Any other position would allow the heirs to connive with swindlers and defeat the whole object of the law. If the insurers are liable, it must be on the assumed ground of a criminal negligence which furnishes the temptation for the murder. But such an action should be of the nature of damages, and not under a policy.

There is a rude sense of justice that would decree to the innocent sufferers the proceeds of the policies which tempted the crime, but broader principles of law and ethics would seem to forbid that money like this should be collected at all in the interest of either party.

The company resisted payment on the ground of attempted fraud by Hunter. The counsel for the plaintiff contended that the promise of the policy was two-fold; to pay a sum of money

to Armstrong in twenty years, or to his legal representative if he should die within that time. The assignment to Hunter carried only the right to the money if Armstrong lived twenty years; it did not convey the death claim. The counsel also claimed that the evil designs of Hunter could not affect the validity of the policy. The court adopted this view, and held that any evidence of Hunter's fraud must be excluded. There was no evidence in the case of an attempt to defraud on the part of Armstrong, nor was any offered to be shown by the defendant.

In the opinion given by Judge Wheeler it was held among other things that parol evidence was not admissible to vary the language of the contract by showing that the real contract was with Hunter; that the administrator of Armstrong was his legal representative, and was entitled to recover the amount in the absence of sufficient ground to defeat a recovery; that the right to receive the money in case of previous death (the policy was an endowment) did not pass by the assignment, but was left in Armstrong, and accrued to his representative who, as Armstrong was an innocent party, was entitled to recover, notwithstanding the fraud of Hunter.

This judgment was reversed on appeal to the Supreme Court of the United States. [The Mutual Life Insurance Company of New York, Plaintiff in Error, vs. John M. Armstrong, deceased, April 5th, 1886.] Justice Field closed a lengthy review of the points in the case in the following language:

"Wherever the intent or guilty knowledge of a party is a material ingredient in the issue of a cause, collateral facts, tending to establish such intent or knowledge, are proper evidence. In many cases of fraud it would be otherwise impossible satisfactorily to establish the true nature and character of the act.

"The evidence offered that Hunter obtained insurances in other companies on the life of Armstrong at or near the same time, was, under these authorities, clearly admissible. It tended to establish the theory of the defendant that the insurance in this case was obtained by Hunter upon the premeditated purpose to cheat and defraud the company. Especially would it have had that effect if followed by proof of the manner of the death of Armstrong.

"But, independently of any proof of the motives of Hunter in obtaining the policy, and even assuming that they were just and proper, he forfeited all rights under it when, to secure its immediate payment,



he murdered the assured. It would be a reproach to the jurisprudence of the country if one could recover insurance money payable on the death of a party whose life he had feloniously taken. As well might he recover insurance money upon a building that he had willfully fired.

"This view renders it unnecessary to consider the effect upon the policy of the statements made in the application of the assured as to the amount of other insurance on his life."

In thus determining the invalidity of the claim of the widow, Mrs. Julia Armstrong, the highest Court in the land says in substance that a life insurance effected at the instance and for the benefit of a man with murder in his heart, the premium being paid by that man, the policy delivered to that man, and the murder a short time afterwards committed by that man, shall not be made available for the benefit of a person who was a nominal but not an actual party to the transaction—available for anybody, in fact.

#### MEYER, WITH MANY ALIASES

The case of the People of the State of New York against Henry C. W. Meyer, with numerous aliases, was tried in the Court of Oyer and Terminer, before Judge George C. Barrett and a jury, in December, 1893. The charge was the murder, by poisoning, of Ludwig Brandt, who had been insured under the name of Gustav Heinrich Maria Joseph Baum in the following companies: Washington Life, \$3,000; Mutual Life of New York, \$3,500; New York Life, \$1,000; Aetna Life, \$1,000. The beneficiary was Meyer's wife, who, in pursuance of fraudulent intent, went through the form of a marriage ceremony with Baum, according to the testimony of Rev. F. E. Werner, of Chicago, in February, 1891, passing herself off as Emilie Rather, the name of a niece of Meyer in Ovenstadt, Germany. Near the close of the trial, while the counsel were summing up the testimony, one of the jurors became insane. This unfortunate incident abruptly stopped the proceedings.

A second trial took place in April and May, 1894, in the Court of General Sessions before Recorder Frederick Smyth, and Meyer was convicted of murder in the second degree. The jury stood a long time eleven to one, but the one juror

obstinately held out against conviction in the first degree, and the rest finally yielded to his dominating influence. Yet Recorder Smyth's charge to the jury was strongly to the effect that it could not bring in any other verdict than murder in the first degree.

The man who was thus placed behind prison bars instead of being led to judicial execution, and ignominiously yielding up a life which had several times in succession been forfeited, had occupied an unusual degree of attention on the part of the sensational newspaper reporter. Whole columns of leading papers had been filled with recitals of Meyer's plots and counterplots, his forgeries and marriages, his murderous plans and methods, his aliases and disguises and false personations, his skill in poisoning with antimony, his cold-blooded and brutal disregard of the lives of his victims, his dexterity in the management of accomplices, and the ingenious reinforcement of the principal confederate, the she-devil who passed as his wife. In the extended and comprehensive investigations patiently and intelligently conducted on the part of the Mutual Life Insurance Company by the former manager of the Department of Medical Revision, Mr. D. G. Gillette, and his associate, the present manager, Mr. H. G. Julian, it was learned that Meyer, in the course of his criminal career, had killed at least seven persons—Mary Kerchaff, Henry Gelderman, Master Meyer, Baby Gelderman, G. H. M. J. Baum (the real Baum), Indiana Maggie, and Ludwig Brandt, and that at least three escaped after he had commenced his poisoning operations—Mrs. Gelderman, Claus Dessen, and Mary Neiss. It was also learned that Meyer's schemes included robbery of others, as well as of the life companies. He was after a large estate in the Rhine region of Germany, of which the real Baum was the only heir. This fugitive and shiftless wanderer was the sole representative of a very wealthy family in Cologne, and Meyer's game was to impose upon the family his own wife, or reputed wife, Mary Dessen, and her child, as the widow and child of Baum, and thereby entitled to the inheritance. If he could prove collection of insurance money on Baum's life, it would go far toward establishing the question of identity, and supporting the alleged widow's claim to the Cologne estate.

One of the remarkable features of this case is the ingenuity with which for years Meyer eluded and baffled the detectives. At times he was audacious enough to return to the scene of his criminal operations, and deceive the police who were trying to run him down by his very boldness and unconcerned demeanor. His favorite toxic weapons were antimony and croton oil, which he gave in small doses, repeated after brief intervals, continuously for weeks, so as to simulate natural morbid conditions, and thereby throw dust into the eyes of physicians who were summoned in attendance.

Meyer's biographers tell us that in 1893 he was thirty-five years of age; that he came from Minden, Prussia; that he graduated from the Homeopathic Medical College in Chicago, in 1878; and that he practiced medicine for a period of ten years on the north side of that city. His first wife died soon after he began the practice of medicine, under circumstances which many believe indicate that she was poisoned. Soon after this he was tried for the murder by poison of a wealthy north-side grocer named Gelderman. He was acquitted, and soon after married Gelderman's widow, who was worth \$30,000. Shortly after the marriage, he was charged with the murder of his wife's son. On this trial he was also acquitted. Not long afterward his wife was found to be suffering from a wrecked constitution. Suspecting mischief, she left Meyer, and procured a divorce, and she claims to this day that he attempted her life by poison. A little later, about the year 1888, he met and married his present wife, whose maiden name was Dessen. She was the daughter of a thrifty, elderly German of the north side, Claus Dessen, who had accumulated considerable property. One day it was discovered that the old gentleman's name had been forged to an application for a heavy life insurance in the Germania Company.

It was easy enough to point to the forger. Meyer at once disappeared, but was traced to Denver, whence he was brought back, committed to jail, in due time tried for forgery, and, with the peculiar luck which invariably attended him, was acquitted. His brief incarceration in prison and certain parties he met there largely influenced and governed his subsequent career. From the opening address of Assistant District

Attorney McIntyre, when the trial was resumed, April 26, 1894, and from the memoranda of Mr. Julian, we obtain the following details of his checkered course of life:—

In March, 1890, a man was confined in the jail of Cook County, the county which embraces the city of Chicago, who was known as Carl Kirfel, afterwards as Carl Muller, and at another time as August Wimmers. This man Muller, known also as Wimmers and Kirfel, was charged by the United States authorities with violating the postal laws of the Government. He personated a young woman, representing herself as desirous of obtaining a husband; and for that little pleasantry in the way of correspondence, the post-office authorities charged him with improperly using the mails. He was apprehended and thrown into the Cook County jail. When the time came to hear the indictment, the records show that he pleaded guilty. Thereupon the presiding judge of the Federal Court imposed upon him a sentence of one year in the Joliet prison. While Muller was confined in the Cook County jail awaiting sentence, certain other persons were thrown into that jail, among them a man known as Gustav Joseph Heinrich Marie Baum, to whom reference has already been made; also a professional thief known as Jack W. Gardner, or Chicago Jack; also a man charged with an attempt to defraud some editors of Scandinavian journals, whose name was Ludwig Brandt; also Brandt's relentless fate in the shape of Dr. Meyer. Here these kindred spirits met, and acquaintance soon ripened into intimacy. It is said by the Chicago police that Meyer and Gardner concocted a scheme by which they were to have Baum's life insured, then take him out in an open boat on Lake Michigan, ply him with whiskey doctored with nitroglycerine in quantities sufficient to produce symptoms similar to those of sunstroke, and they would then return to shore, and get a physician to certify to death by sunstroke.

One day Meyer asked his newly-found friend Muller, "What are you here for?" Muller said in reply that he had violated the postal laws of the Federal Government; that he had advertised in Western newspapers that he was a beautiful young woman desirous of meeting a man who wished to engage in matrimony, and as a result of the advertisement farmers in the

far West communicated with him; that on receipt of their communications he would write that he would go to them, provided they would send means by which he could pay his railroad fare; and, for that, the postoffice officials got after him, and caused his arrest. He added that when brought to the bar to answer the indictment against him, he would plead guilty and ask for leniency at the hands of the Court. Meyer then retorted, "There is no money in such small business, no money in impersonating a young woman and defrauding farmers out of paltry sums. But I can give you a scheme out of which you will make fabulous sums, and if you will join me in a scheme that I can suggest, the day will not be far distant when you will become possessed of a large amount of worldly goods."

"What is your scheme?" asked Muller. "Why," said Meyer, "I want you to enter into a plan by which we can swindle the life-insurance companies doing business in this city. They can easily be swindled if you follow my suggestions and take my advice."

"Well," Muller said, "I can't do that just now. I am about to plead guilty, and I will be sentenced." "Yes," replied Meyer, "but your sentence will not be one of long duration, because, in consideration of the plea that you are going to enter, the Court will be lenient with you. At all events, after you serve the sentence which the Court may see fit to impose upon you, I will be in the city of Chicago again, practicing my profession. Look me up in the directory of that city, come to see me, and we will talk the scheme over." Muller's sentence dated from the 1st of August, 1890. Simultaneously Gustav Baum was sentenced for a period of one year in the Joliet prison, while Ludwig Brandt was sentenced to a shorter term of imprisonment, and discharged before the expiration of the terms which had been imposed upon Muller and Baum. Meanwhile, Meyer was released, and left the prison in the month of May or June, 1890. He returned to Chicago, and there resumed the practice of his profession. But, before reaching Chicago, he stopped for a brief period at a place called Ravenswood, a suburban annex of Chicago. Then he took a residence, and an office at 331 Centre Street, Chicago.



From the time that he left prison to the 29th of May, 1891, Meyer did not see Carl Muller. He and his wife frequently visited the Joliet prison to see and talk with Gustav Baum, but they avoided seeing Muller. On the 29th of May, 1891, the latter's term was completed and he immediately returned to Chicago, and went to 190 Twelfth Street. On the 5th of June Muller looked up Meyer's address in the directory, found that he was living at 331 Centre Street, called upon him there, told him that he had just been liberated from Joliet prison and that he was in dire distress and needed money, being practically penniless. Meyer handed him some money for his immediate needs. Afterward, Muller called again at Meyer's office and returned the borrowed money. While there Meyer said: "Muller, what are you doing now?" "Nothing," said he, "I am not doing anything." Meyer asked, "Are you still willing to go into a scheme with me to defraud life-insurance companies?" Muller replied that he had just got out of a difficulty and was not desirous of again putting his neck in the halter; that if Meyer had a swindling scheme on hand he would rather not take part in it. One day in the following month Meyer called on Muller at his room in Twelfth Street, and asked him what he was doing to make a living. Muller replied "I am working about houses of ill-repute. I am a musician; I am playing the piano in houses of that character." "But there is no money in that," said Meyer. "Why don't you join me and enter into a scheme by which we can defraud life-insurance companies, and I will promise and guarantee that you will make money that will take you far from the poverty-line." "What is your scheme?" said Muller. "Simple enough," was the answer. "As I said to you in the Cook County jail, life-insurance companies can easily be deceived and easily defrauded. I will get some one to go and have his life insured; I will have the policies written on his life; I will ultimately get control of these policies; I will make it appear that the subject described in the policies has died, and then we will go and collect the money due on the policies, and you and I will divide it." Muller said "No; that won't do, Dr. Meyer. The insurance companies will discover that scheme. They will want some identification of the person

who died. They will require the certificate of some physician. No, no, that scheme will never go." "Well, I have other ways," said Meyer. "I have methods by which I can deceive any life-insurance company." And he added that he would unravel his plans at some future interview.

Muller removed to Fourth Avenue, and one night, while walking in Lincoln Park, he met a woman named Lena Kauffman. They walked together to the house of Meyer, and Muller introduced Lena Kauffman to Meyer. A conversation ensued about conspiracies to defraud life-insurance companies, during which Ludwig Brandt appeared. "Do you remember that man?" asked Meyer. "Why, that is Brandt. He was in jail with us." Muller looked at him steadily and said, "Yes, I remember him." "Well," said Meyer, "that man will do anything I tell him to do. Off and on, he resides with me. I maintain him, I care for him, I support him. He is devil-may-care in his habits; he is no good to me." He did not acknowledge then that he was about to insure Ludwig Brandt. Brandt, by the way, was a Norwegian of good family who had come to this country seven or eight years before. He was a man of considerable ability, and had been a reporter on a Norwegian paper in the city of New York. He was recklessly indiscreet, and addicted to faults and follies which eventually cost him his place. He drifted westward, and in the course of time took up with Meyer. He was remarkable for physical vigor, but his mind was completely under the magnetic or hypnotic control of the master. Dr. and Mrs. Meyer knew that Brandt was infatuated with Mrs. Meyer, and that he would do anything at her command or to please her.

After the meeting at which Lena Kauffman was present, and Brandt not far away, Meyer and Muller had frequent consultations at 157 Randolph Street. One day the former inquired whether Muller had seen Baum while in the Cook County jail. Muller said "No, he was kept in one part of the prison and I was confined in another. We never had an opportunity to communicate together; but just before I was about to go, I did see Baum for an instant." "How did he look to you? How was his apparent health? Did he seem physically strong or did he look weak?" "Oh," said Muller,

"he looked sickly and weak." "True," said Meyer, "because, when I and my wife visited him in Joliet, we noticed that he was in a weakly condition. Do you think he is going to live long?" "I can't tell," said Muller, and they parted.

In the month of August the couple met again, and Meyer said, "Muller, Gustav Baum is in trouble again. He went to Cincinnati and there committed a forgery, and he is held under that charge." "Well, what of that?" said Muller. "Why, I must go and get him out of the scrape if I can," said Meyer. "I will go and see Gustav Baum, in the Cincinnati jail, and try to liberate him. I will have Ludwig Brandt insured in New York companies under the name of Gustav Heinrich Joseph Marie Baum. I will go and talk with Baum, and find out from him all about his birth and antecedents and the genealogy of his family. Having his family record, no insurance company can get on to my scheme."

Meyer, accordingly, in company with his wife, went to Cincinnati, and had an interview in the jail with Baum. He interrogated Baum concerning his family history, ascertained when and where he was born, where he had lived, etc.

On his return to Chicago he interviewed Muller and said, "Now the time is ripe; I am going to Europe. I am going to possess myself of certain evidences, so that when the time comes to defraud the insurance companies I will be so fortified that there will be no room for doubt."

After serving his term in the jail at Cincinnati, Baum, according to one report, went to the city of Mexico, and, as a usual outcome of his moral obliquity, was apprehended for the commission of some crime. According to another statement, he was taken by Meyer to Detroit, where he died of consumption. Be these statements as they may, it is certain that from that time, the latter part of August, 1891, to the present, Gustav Heinrich Joseph Marie Baum has never been seen or heard from. All trace of his whereabouts was lost, and the detectives long ago gave up further search.

When Meyer announced Baum's arrest in the city of Mexico to Muller, he said, "Now that he is out of the way I am going to Germany to see his parents, and I am going to tell them that he committed murder in one of the Western States. I

have learned that some day he will be possessed of a million marks. His family, I know from what Baum told me, are very wealthy, and I am going to work on their feelings and get some of their money. I will tell them I have influence to get him out of jail if they will pay ten thousand marks."

On the 5th of the following month, September, Meyer and his wife sailed from New York to Rotterdam, and thence took train to Cologne. He found the family of Baum, told them that the son had been convicted of murder, and attempted by various tricks and devices to get money from them. This part of the story was told on the witness stand by a man who sailed on the same vessel with Meyer, a man with whom he became intimate, whom he took into his confidence, and whom he asked to aid him in the criminal course that he was about to pursue, even to the corroboration of his statement to the Baum family that the son was in prison on the charge of murder. His conduct must have been insufferably offensive, according to letters from the agent of the Mutual Life in Cologne, and Mr. Gustave Baum, of that city. He was driven out of Cologne, and was obliged to leave hastily and by stealth. He took the first steamer back to America, and when he reached New York he was so impecunious that he pawned his watch in order to pay his car fare to Chicago.

About the end of December, 1891, or the beginning of January, 1892, the restless Meyer sought an interview with Muller, and renewed his importunities to become a confederate in his scheme. He explained that before he went to Cologne he had insured the life of his docile and subservient tool, Brandt, under the name of Baum, in four companies, for a total of \$8,500. He admitted incidentally that in order to complete the first payments he was obliged to borrow \$70. The lender was his friend Gardner, with whom he afterward quarreled. He stated that his plan was to obtain a substitute from a hospital, some one who was nearing his end, palm him off as Baum, and after his death, Mrs. Meyer, personating the wife of Baum, and as such, the beneficiary, would claim the insurance. More than that, she would eventually claim a share in the Cologne estate. Subsequent interviews and discussions of the project took place at a beer saloon in Randolph

Street, as testified by a witness named Egidio. Several stratagems, in turn, were suggested, but Muller was not convinced of their feasibility, and declined to join in undertaking them. Finally he was persuaded to agree to the plan of substituting a moribund hospital patient in another city, and New York was suggested as a favorable field of operation.

During the preparation for the execution of this artifice, the conspirators, as the evidence showed, had rehearsals of the parts they were to play. Brandt was taught to feign excessive nausea, the poor fool being under the impression that that was his part of the play, and that when the time came for a corpse it would be provided. Mrs. Meyer is said to have exhibited considerable ability in her portrayal of typical widowhood, and in exemplifying her acting when, as the widow of Baum, she would appear before the insurance companies in the sombre habiliments of mourning.

In concurrence with the general plan, Meyer escorted his wife and Ludwig Brandt to the house of a minister in Chicago, and they were then and there married, as already noted, Mrs. Meyer assuming the name of Emilie Rather. Meyer signed the certificate as a witness of the bigamous marriage under a fictitious name. Immediately after this comedy, arrangements were made to assign the policies on Brandt's life to the pretended wife.

Brandt and Muller were to precede Meyer and the woman on the way to New York, and to pave the way in that city for the *dénouement*. By this time Meyer seems to have felt sufficiently sure of his control of Muller to unburden his purpose plainly. In handing him the railway tickets and money for preliminary expenses in New York, and in giving instructions, he said, in reference to Brandt, "On the train I want you to give him a certain preparation which I will hand you. I believe we might just as well do away with Brandt." There was no uncertain sound about this. The inveigler had done his work so well that Muller by this time was virtually a *particeps criminis*. Meyer wrote to a drug store in Chicago and bought a package of tartarized antimony (tartar emetic), which he handed to Muller with instructions for its use. The latter asked what it was, and Meyer, in reply, gave the German name,



"brechweinstein," and said that if given in small doses, repeated according to his directions, it would produce a condition so closely resembling that of diarrhoea or dysentery as to deceive the physician who would be called in attendance. He also gave Muller a bottle containing sulphate of morphia.

Brandt and Muller left for New York, February 25th. They hired unfurnished rooms at 320 East Thirteenth Street, and bought some scanty furniture. Brandt, under the name of Baum, addressed letters to the insurance companies announcing his change of residence, in accordance with instructions before leaving Chicago. On the arrival of Meyer and his wife, March 4th, the woman saw at a glance that such forlorn lodgings did not comport with the presumable style of a gentleman who was paying for \$8,500 of insurance. More furniture was therefore purchased, a piano was rented from Gordon Brothers, and something in the way of home comfort and ornamentation added.

About the 7th or 8th of March they were ready to begin the dosing process. The co-conspirators went to an apothecary's in the neighborhood of Seventh Avenue and Forty-second Street, and on a prescription from Meyer, signed Otto C. Stern, M. D., obtained some croton oil.

Then followed the dismal story of torture, day by day, of the poor victim, and his sufferings from chronic antimonial poisoning. A young medical practitioner, Dr. Minden, of St. Mark's Place, was called in to prescribe for what was alleged by the messenger to be dysentery. The symptoms apparently corroborated the statement, and Minden prescribed opium and bismuth and appropriate diet, regarding it as a case of dysentery, and not suspecting poisoning. The medicine was procured, but was not given, while his food was impregnated with antimony, the fiend who administered it being undisturbed by the terrible distress he was witnessing hour by hour. Brandt always believed that he would be brought back to good health by Dr. Meyer after the deception of Dr. Minden had been carried to sufficient degree.

Toward the 25th of March Meyer became impatient of delay, and concluded to finish his murderous work. On that day he went to Jersey City and procured some arsenic, inform-

ing Muller, on his return, of what he had done, and his purpose to substitute the arsenic and "hurry up the job." On the night of the 30th, the wretched sufferer died. Dr. Minden was called in, and after examining the emaciated body he gave the required certificate of death, in which the cause assigned was "chronic dysentery." Curiously enough, Dr. Minden was somewhat of an expert in antimonial poisoning, as he had practiced among the lead workers of Colorado, but Dr. Meyer was skillful enough to deceive him.

Two days after Brandt's death he was buried in Evergreen Cemetery. The pretended widow donned the sable garments of mourning, and after the funeral, notice was sent to the insurance companies. A representative of the Washington Life, Mr. Tierney, who was also a notary public, called to take the acknowledgments that were necessary, and while completing the papers his sympathies were so strongly aroused by manifestations of grief, desolation, and despair, on the part of the afflicted "widow," that he soothed her with a promise to facilitate the collection of the money that was due to her. On the day appointed, the woman, heavily draped in solemn black, called at the office of the Washington Life, in company with Muller, and after presenting evidence to justify the payment of the claim, a check for \$3,000 was handed to her. Meyer was waiting outside, and in a few minutes the check was in his grasp. His wife endorsed it, they were identified at the bank by the complaisant landlord of 320 East Thirteenth Street, and the money was paid. On the next day the same game was played at the office of the New York Life, with the same result, a check for \$1,000 being paid to the claimant. On the following day the conspirators called at the agency of the Aetna Life, but there instead of realizing the result of eight or nine months' preparation, they "struck a snag." The check had not been forwarded by the company from its Hartford office, as the company at first suspected all was not regular, owing to the occurrence of death so soon after insurance, but the check was forwarded soon afterward. They never called for that check.

The next day they presented themselves at the office of the Mutual Life Insurance Company, and were introduced to

the hospitable attentions of Mr. D. G. Gillette, a born detective and unsurpassed cross-questioner. What followed is thus told in Mr. McIntyre's address:

The defendant introduced the co-defendant, Mrs. Meyer, as the wife of Gustave Baum. He said he had come there to help her. Mr. Gillette looked at him and said, "Who are *you*? What relation do you bear to this woman?" Defendant said, "I am only a friend." "What is your name?" asked Gillette. He replied, "My name is William Richter." "Where do you live?" said Gillette. "I live in Cincinnati." "What street?" "458 Main Street," in that city. "Write it down," said Gillette, "upon a piece of paper." A piece of paper was handed to him and he signed the name William Richter and the address as that of 458 Main Street, Cincinnati. Mr. Gillette then said to the woman, "Sign your name." She signed the name of Amelia Baum. "Where did you come from?" said Mr. Gillette, in the presence and hearing of this defendant. She said, "I came from Denver, Colorado. I only married my husband on the 11th day of February, and here I am a widow in that short time." "Well, tell me something about the people that you know in Denver, Colorado; tell me the name of a single soul that you know there," said Gillette. She stammered and hesitated, and said that she couldn't remember. Gillette said, "Tell me the name of a single street in the city of Denver, Colorado." She couldn't tell the name of a single street. Gillette looking at her and the defendant standing in close proximity to her said, "Madam, you say you were married on February 11th, and this is the 6th or 7th of April. Why, madam, you are about to become a mother; you are in an advanced state of pregnancy. How do you account for that, married but two or three months?" The defendant said something to her in German, and she threw her two hands up and said, "My God, I don't want anything more here. Take me out of this place." Mr. Gillette stopped her and said, "Madam, we suspect that this whole thing is a fraud, we know it is a fraud," and turning to this defendant, said to him, "This is a fraud and we know it. There has been a pretended death here, or there has been a murder committed. We sent to Chicago and we found Brandt's coat. In Brandt's coat were found bills belonging to the notorious Dr. Meyer of Chicago." Looking sharply at this man he said, "Do you know Dr. Meyer of Chicago, who has been engaged in innumerable swindles against insurance companies, who has twice been tried for murder in that city?"

At this the defendant and his wife went out. They promised to call the next day. There was a check waiting for them in the agency of the Aetna Life Insurance Company. They never went to the Aetna Life Insurance Company to get that check for \$1,000. Straightway they made a contract with a small furniture dealer up town to

sell their furniture for \$12, of which \$4 was paid on that furniture and \$8 was due on it. They never went to get the \$8 that was due. There was a piano in that house as I described to you, but they never went to Gordon Brothers to tell them to take the piano away; the piano was left there. They never went back to 320 East 13th Street in the city of New York. Meyer wrote to Muller that the fraud was discovered; that the Mutual Life Insurance Company had got on to their scheme, and that he must skip out of the city of New York. Just before Muller left the city, or rather just as soon as the policy was paid by the Washington Life, the defendant gave to Muller the sum of \$750 as his part of the bargain and told him to go to Chicago, and that he would see him later; that he would communicate with him.

Muller did go to Chicago. He went right out of town as soon as he got the \$750. Meyer and his wife, instead of going back to the Mutual Life Insurance Company to collect the \$3,500, or to the Aetna Life, to collect the \$1,000 due, took the first train to Chicago. While living in New York it was his habit to wear a beard and to wear his hair long. Sometimes he wore a beaver hat, and sometimes a slouch hat; usually a long-tailed coat. When he reached Chicago he immediately disguised himself, changing his appearance in every way. He altered his manner of dressing and shaved off his beard. He saw Muller and explained to him once more that the insurance people had got wind of his scheme. He kept himself secreted; he never went to his home at 331 Centre Street, but instructed Muller to go there and sell his furniture. Muller went there under the name of Chne to get the furniture, sold it, and took the money thus realized, and gave it to the defendant. Apprehensive that if he stayed in Chicago he would be caught, he went to Detroit, Michigan. There he remained in concealment for a long period of time. Then he went to South Bend, Indiana; from there to Indianapolis; thence to Cincinnati; and subsequently went to Toledo, Ohio. In each of these places he was known by a different name. In Toledo he lived at 957 Daw Street, and was known there as Hugo Wayler. All these migrations, these flights from one city to another, were because he apprehended danger, and felt that the sleuth-hounds were after him.

Seventy or eighty days after the burial of Brandt in Evergreen Cemetery, the coroner, at the instance of the Mutual Life Insurance Company of New York, directed the disinterment of the body. After the exhumation, the people who knew Brandt in life identified his remains. The physician who attended him, the undertaker that buried him, and others who knew Brandt in his lifetime, stood beside the emaciated corpse and recognized the features as those of Brandt.

The body was taken from the coffin and laid upon a table. There were present the most scientific men that we have, the most thorough

physiological chemists, the most accomplished physicians and pathologists, they were there on that occasion, and from that body they took the viscera, the lungs, the heart, the stomach and the liver. They placed them in jars; they were taken to the laboratory and there analyzed. The evidence corroborates Muller when he testified that antimony and arsenic were administered. The evidence shows conclusively that the body of Ludwig Brandt was saturated and impregnated with arsenic and antimony from head to foot. The chemical analysis shows that there was antimony and arsenic in the muscles, in the brain, in the intestines and in the heart. Arsenic and antimony were found in separate, distinct, and weighable quantities.

Mr. H. G. Julian, special representative of the Mutual Life Insurance Company, is the man to whom the credit of finding Meyer belongs. He tells the story in the following interesting manner:

After the company discovered that Brandt had been murdered, I was ordered to locate Meyer, and was given *carte blanche* and instructions not to return to the Home Office in New York until I could bring Meyer back with me. It took a year for the expert chemists to determine the poisons that were given, because antimony is so rarely used as a poison with murderous intent that all other tests were experimented with before antimony was finally thought of. It was, therefore, one year after his disappearance that I started after Meyer, and found him in the unexpectedly short time of six weeks.

My first move was to go to Chicago to obtain full history of Meyer and his fellow-conspirators and their victim, and to watch all the relatives of Meyer and Mrs. Meyer and all their former associates and haunts to discover some clue to their hiding place. A picture of Meyer was found in the Rogue's Gallery of the Pinkerton Detective Agency and identified as the man who came into the New York office of the Mutual Life. The mails were watched and every dodge known to detectives was tried to entrap Meyer, but his long experience in crime made him familiar with the ways of detectives, and he did not communicate with any of his old cronies and did not allow his wife to communicate with her relatives. I was about to follow false clues to Germany when I heard of poisoning operations in Toledo, Ohio, similar to those in the New York case, and when I showed Meyer's photograph there, it was fully identified. He had insured his wife's nurse-girl, Mary Neiss, in the Equitable Life for \$5,000, representing her as his wife, and then commenced to poison her slowly. Carl Kurfel, alias Muller, Meyer's accomplice in the New York crime, visited Meyer, fell in love with the girl, noticed she was sickly, learned she was insured, told her Meyer was probably poisoning her, and eloped with her. Meyer got another girl, "Indiana Maggie," from Indianapolis in the place of the first and killed her. The Equitable Life discovered



that the dead woman was not the one insured, and declined to pay, whereupon Meyer skipped out again. To the police who were hunting Meyer for this last crime, it did not occur that the unknown man who eloped with Mary Neiss might be an old-creon of Meyer. I found that his description fitted the Carl Muller of New York, and I then located him by tracing Mary Neiss through her relatives. I then had him watched and surrounded by Pinkerton detectives, and I set up a law office in Chicago and as a lawyer I was introduced to Muller, and he finally told me of the Toledo crime, but not a word of the New York crime, in which he was *particeps criminis*. Muller undoubtedly did not know Meyer's whereabouts at this time, but one day he received a letter from him at one of their old resorts, while in the company of a disguised Pinkerton detective. The latter reported Muller's agitation, and the significant word or two that slipped from him. I then revealed myself partly and put the screws hard on Muller, and forced him to tell me all he knew, and to assist me by keeping up the correspondence with Meyer under my direction. Muller could not tell from Meyer's letters where Meyer was, because the latter was careful to have them come indirectly, and through other hands, and not even written or signed by him. Muller helped me, under threat of punishment for other crimes, believing I only wanted Meyer for the Toledo crime, and also because Meyer tried to poison his mistress, and did not divide the New York spoils fairly. Had Muller suspected that I was from New York he would have told me nothing, being an accomplice of Meyer there, but would have avoided me. After long manoeuvring I finally traced Meyer to Detroit, the last place in the world that a man in his situation would think of resorting to, because Mary Neiss, in whose stead he killed the Indianapolis girl in Toledo, was insured through his instrumentality in the Equitable Life office in Detroit.

While his house was being watched by my Pinkerton assistants, I entered to look at rooms that were to rent, as advertised on a card in the window, and as soon as I saw him, I knew he was my man. I found there evidence that he and his wife were preparing another murder.

As soon as Muller learned that Meyer was arrested for the New York crime, he realized that he had been fooled, and he skipped, but I had Pinkerton shadows on him, and when ready, I took him from his hiding place to New York, and made him and his wife witnesses against Meyer.

Meyer was arrested July 12th. A requisition upon the Governor of Michigan was promptly honored, and the manifold criminal was taken to New York by detective officers. The compromise verdict which followed the second trial, as noted in this narrative, attracted comment which was anything but complimentary to the jury. It could only be regarded as one

degree better than a disagreement. Recorder Smyth, before whom the case was tried, declared that the crime was one of the most atrocious that ever came to his knowledge, and that the verdict was clearly illogical, as the evidence warranted a verdict of murder in the first degree.

#### THE HENDRYX CASE.

In June, 1877, one Henry C. Hendryx was convicted at Angelica, New York, of murder in the second degree, and by the Court sentenced to imprisonment for the term of his natural life. The prisoner was indicted in the fall of 1876 for the murder of his wife, and at a previous trial escaped conviction through a disagreement of the jury. Conflicting medical testimony, aided perhaps by a friendly personal feeling, led to this result, and also induced the absurd verdict rendered by the jury on the second trial. Hendryx was a young man of fine personal presence, about thirty-two years of age, a farmer, and was living, at the time of the tragedy, on the farm of Ex-Attorney General Champlain, in Cuba, N. Y. His family relations, so far as known, seem to have been pleasant, and his previous character without reproach. He had served in the army during the late civil war, and upon his discharge from service in 1865 had married, and engaged in farming, working the estates of others upon what is commonly known as the "share plan."

He claims to have been awakened early in the morning of the 7th of July, 1876, by a noise in his sleeping chamber, and as he was in the act of springing from the bed across the body of his wife, a shot was fired which lodged in her abdomen. Going towards the door for the purpose of intercepting a supposed burglar, a second shot wounded him in the fingers and thigh. His wife had been able to rise from the bed and follow him without being aware of her own wound until his exclamation, "I am shot," elicited from her, "So am I." Assisting her into another chamber and laying her upon the bed, he, for the first time, inquired where she was wounded, and upon being told "In the bowels," examined her person and found such to be the fact. It would seem that this discovery should have convinced him of the serious character of her injury, and moved him to immediate action for medical assistance and relief. But

no; he claims to have been withheld by her entreaties and fears for his own safety, yet states that, in their conversation, she expressed doubts of surviving the wound, and talked of plans for his future and for their only child, a boy of nine years; that she made some requests as to the disposition of personal remembrancers to members of her own family; and, at the last, that she advised him, "after a reasonable length of time, to marry his cousin Mattie." Nearly two hours thus passed, and it was daybreak before an attempt was made to raise an alarm or procure the sorely needed assistance. Then, from the steps of the house he fired his revolver in the air, and shouted for "Help" in the intervals of firing. Soon afterwards he sent his little boy, not to his nearest neighbor, but to the house where "Mattie" was temporarily lodged. She quickly responded to the summons, and remained thereafter at Hendryx's house. Mrs. Hendryx lingered for six days, dying on the 13th of July. The day after her death a *post-mortem* examination developed the course of the ball, from its entrance near the umbilicus, passing inward, upward, and obliquely to the right, and effecting a lodgment in the right kidney, where it was found. The intestines were not injured, but the peritoneum was cut just the size of the bullet. The weight of the medical testimony conclusively established the fact that the wound must have been received while Mrs. Hendryx lay upon her back, and it does not appear in evidence that any of the bed-clothes or night-dress of the wife were perforated by the bullet. It will be remembered that Hendryx states that in rising he sprang across the body of his wife, having during the night changed his position from the front to the back side of the bed. An inspection of Hendryx's wounds disclosed a slight scratch upon the left thumb near the inner corner of the nail, and a corresponding wound upon the left index finger. The wound upon his left thigh was upon the outer side, about twelve inches above the knee, and had the appearance of having been made by a small bullet which had passed through and just beneath the skin at a point about one inch from the place of entry. All bore the appearance of having been made by pointblank shots, the distance of the weapon not exceeding, apparently, three inches. It was the theory of the prosecution that these wounds were self-inflicted, based

upon the fact that the wound upon the thigh was in an oblique direction, presenting the appearance of having passed from the inside outward; that the subsequent discharge of matter therefrom contained dirty, darkish brown particles, which were without doubt grains of gunpowder, and that the flesh near the wound, upon the inner side of the thigh, also appeared as if burned.

An offer was made to fix the relative position of a hole in his shirt (made, as he claimed, by the shot which wounded him) with the marks upon the thigh, but in all positions it was apparent that his claim was untrue. Little doubt existed in the minds of the surgeons in attendance of the guilt of Hendryx, or that his wounds were inflicted by any other than himself, for the purpose of diverting suspicion from himself and avoiding legal inquiry. His efforts to this end were for a time successful. Three months elapsed before his arrest and subsequent indictment, and it cannot be questioned that such action was at last taken as a result of the inquiry and investigation instituted, and in a measure conducted, in the interest of an insurance corporation. In May preceding the shooting, Hendryx had obtained from the agent of the Travelers Insurance Company an accident policy upon himself. The insurance company was informed, soon after his arrest, that he proposed, if acquitted, to present a claim of indemnity for four weeks' disability. The life of his wife was insured by the Mutual Life Insurance Company of New York, for the benefit of her legal representatives, in the sum of \$2,000. Subsequently he endeavored, repeatedly, to secure its assignment to himself, but without avail. His efforts to this end continued even after the shooting, and may have been one of the subjects of conversation during the hours of suffering which Mrs. Hendryx endured before he sought assistance. Her father testifies: "I had conversation with the prisoner about his wife's insurance; I told him the policies were not equal; that hers was worth \$2,000 to him, while his was only worth anything to her in case of contingencies; that I did not care for the money, and would speak to one of the ladies and have them speak to Cynthia (Mrs. Hendryx) about it; I did so; this was in the fore part of the day. In the afternoon the matter was again spoken of." Another witness testi-

lies: "Hendryx talked with me about 11 o'clock the morning of the shooting about the insurance. Mrs. Hendryx's father wanted me to speak to her about it; then he went out and Hendryx said, 'We have talked it all over and it is understood,' and he wanted me to speak to her. I went to her and said, 'We would like to know how you want the insurance, whether to you or to Henry.' She said, 'To Henry, for his is drawn to me and it is no more than right that mine should go to him.'" This evident anxiety to realize to himself the pecuniary benefit which would result from the death of his wife does not seem to have aroused at the time any suspicion in the minds of those present, all of whom were relatives or friends of his wife. Without specific designation, her son was the legal representative; and the father, in the ordinary course, would have been the legal as he was the natural guardian of their child, and as such would have controlled the proceeds of the policy. He was not content to administer the trust for another, although in the situation it would seem that parental affection would dictate such course, but he sought to acquire the absolute ownership of the benefits to be derived from the policy.

The realization of the insurance fund was not, however, the only apparent motive actuating the commission of the crime. Some two years previous, a young lady cousin of Hendryx had become a frequent visitor. She is described as a person of rather more than average height, of a slight, delicate build, with brown hair, large and expressive black eyes, a very intelligent look, and an attractive person. Frequent rides in each other's company, visits to mutual relatives, with occasional trips to neighboring villages, and on one occasion her installation into the charge of his house during a short absence of his wife, characterized their earlier intimacy. It is apparent that such relations soon developed into others of a more intimate and questionable nature than was warranted by the kinship which existed between them. In May preceding she had, at his request, taken up her residence with him; but, objection being made by his wife, the arrangement was terminated two days previous to the shooting. While no act of open, criminal intimacy could be directly and positively charged as having been committed, yet so strongly did appearances indicate such relations, that



even before the death of Mrs. Hendryx, her sisters did not hesitate in asserting their existence, and the conduct of the two during the week Mrs. Hendryx lingered after being wounded was such as to favor such belief. None other dressed his wounds, the location of which necessarily involved an exposure of his person; and although "she had a way of making the dressings stay on better than he could," yet the operation was required to be repeated several times during the day. Little attention or service was rendered by either of them to his dying wife, but, withdrawing from her and the friends surrounding her, they passed their time in each other's society, until, upon the day of her death, indignant remonstrances by relatives forced an outward observance of propriety. "Cousin Mattie" continued with Hendryx after the burial of his wife, and their relations, according to the testimony at the trial, were even more intimate than before. In his desire to possess for himself marital rights over her, the days passed too slowly, for we find that in October, but three months after the burial of his wife, he sought an interview with his father-in-law and stated to him the request of his late wife that he should marry his cousin Mattie, and desired advice. No objection was made, the reply of the father being, "If that was her request, I have nothing to say." Hendryx, evidently, was of the opinion that the "reasonable time" had elapsed, or that his wounds still required the attention which, it appears, she alone could give. His hopes were not, however, to be realized. Arrest, presentment, indictment and trial succeeded, with the final result as stated in our opening.

That the verdict rendered was wholly at variance with the testimony and evidence cannot be denied. The array of evidence, circumstantial as it may have been, fully proved the crime intentional and its perpetration premeditated, if it proved anything. None other than the prisoner could have any motive for its commission, or profit by its perpetration. His circumstances were not such as to expose him to a visitation from burglars seeking to obtain either money or valuables, and a tenant farmer does not generally possess such property as invites the attention of those gentry. To us it seems that the case, as presented, did not admit of other findings than guilty

or not guilty, as charged in the indictment. The time and manner in which the crime was committed, apart from any other circumstances or consideration, were conclusive as to its premeditation. No sudden fit of temper or angry quarrel led to its commission. It was deliberately planned and as deliberately executed. His neglect to raise the alarm, or seek required assistance, his inattention to his wife and subsequent conduct, all serve to stamp his act as intentional, premeditated murder. The verdict, as rendered, was a mockery in the administration of justice, and a scandal and reproach upon the jury, who, by their solemn oaths, were sworn to well and truly try and true deliverance make, without respect of person or favor of any man, according to the law and the evidence before them.

#### THE PROFESSOR WEST INFAMY.

In Dover, the capital of Delaware, a certain "Professor" Isaac C. West, Jr., was pretending to experiment with a mysterious gas, one peculiar property of which was that it would cause the removal of the color from the skin. He took care to spread abroad a report that the gas was highly inflammable and explosive, and that in conducting his experiments he was obliged to exercise great care to prevent dangerous results.

One day in December, 1872, there was a loud explosion in the professor's laboratory, followed by an alarm of fire. Successful efforts were made for extinguishing the fire, after which some of the citizens who entered the building encountered a ghastly sight. In a charred dry-goods box lay the mutilated remains of a man's body without head, hands, or feet. By the charitably inclined it was at first supposed that the professor had been killed and blown to fragments by an explosion of a retort of the destructive gas. Closer examination revealed evidences that the missing head, hands, and feet had been cut and not blown from the body. Underneath the floor where the body lay was discovered a quantity of gunpowder sufficient to have blown the body to atoms if the flames had reached it. These facts, conjoined with other circumstances, and noticeably the disappearance of a well-known colored man named Henry Turner, who had frequently assisted West in his work,

eventually aroused grave suspicions of foul play. These suspicions were strengthened when it was discovered that West's life had been insured to the amount of \$25,000, his neighbors immediately concluding that he had killed Turner and mutilated the body beyond recognition, as he thought, in the hope that the insurance companies would pay his supposed widow the amounts for which he was insured. It was then determined to watch his communications with his wife, and to note carefully her movements, their object evidently being to effect a settlement with the companies, and then to retire to some distant locality to enjoy their ill-gotten wealth.

After a singularly fruitless attempt at flight, West surprised everybody by unexpectedly returning to Dover and voluntarily delivering himself to the sheriff. He confessed that he had killed Turner, but urged that it was in self-defense; and he also revealed the whereabouts of the head, hands, and feet, which he had secretly buried. After a brief search the various portions of the dead body, including the integument of which it had been denuded, were found. A coroner's jury was impaneled at once, before which the prisoner appeared. The Attorney-General said to West that it was useless to state the nature of the charge that had been brought against him, and if he had any statement to make of his own free will, the jury would be glad to hear it. West thereupon, after a great deal of effort to control his almost overpowering emotion, proceeded to make a detailed confession of his bloody work, as follows:

My name is Isaac C. West, Jr.; my age is thirty years. I was born in Sussex County, but have lived in Dover and vicinity for three years. I don't claim to be a physician, my business is to administer gas for the treatment of disease. The killing took place on Monday night, December 2d. On Monday morning I was taking a bucket of water to my office, but don't remember the exact time. Turner came along about this time and said, "Boss, I'll carry that up for you." I told him I would carry it myself, but had some work for him, if he would do it; he said he would, and wanted to know what it was. I told him I had a large box at Capt. Battels'; he said he couldn't carry it then, that he was cutting up meat for Mrs. Mullin, but that he would attend to it some time in the afternoon. I went to Mrs. Mullin's about one o'clock on the same day; some colored men there said that Turner was not there, and had not been there, and they

didn't know where he was. About three o'clock in the afternoon I met him on the street, and he said he was ready then to carry the box for me; he got a wheelbarrow of Mr. Collinson and took the box up to my room for me; I took out my pocket-book in my office in Kerbin's building, and paid him 25 cents; he then said, "Boss, you seem to be pretty flush;" then he wanted to know if I wouldn't give him money to get a drink. I told him I would if he would go down to the bar next door; he then said that after supper he would come back to bring water to fill my gasometer, and would not charge me anything for that, as I was so good to him; we went down together and into the bar-room below, and I paid for Turner's drink at Levey's bar; this was when the sun was about half an hour high. We came out together and separated as we came out of the door; Turner said, "Boss, I'll be on hand in half an hour." I met him again between that time and sunset, near the post-office. He said he was ready to take the water up, but I told him I was not ready then to go up to my room; a short time after that I met Turner near Hoffecker and Stewart's store on the corner, talking to a colored man. I passed him and went on up to my office. I had just got there and unlocked the door when he came up. I went on upstairs ahead of him and unlocked the room door upstairs and went in ahead. I had taken my gasometer to pieces that day, intending to fasten a small sledge hammer to the weights; the sledge-hammer was lying just inside of the door; the other weights were over in the corner, about eight feet farther on; one of the weights was a bolt or a piece of an iron axle; it was about two feet long, and an inch and a quarter in diameter. I had just gone over to where this bolt was lying, when I turned and saw Turner with the sledge-hammer in his hand in a threatening attitude. When he found that I saw he was coming, he said, "Give me your pocket-book, or I'll kill you." I then snatched up a bolt or a piece of axle, and just as I did so he struck at me with the sledge-hammer, the blow falling on my hat and denting the crown, but it did not touch my head, as I was stooping over. I then struck at him with the bolt or axle, intending to strike him on the head; but I missed his head and struck him on the neck below the ear; he fell, and I don't think he ever kicked afterwards. This was just after sunset; he fell over on his side. I then felt him and examined his pulse, and found he was dead. I did not intend to kill him, but only intended to knock him down, so that he could not kill me. [After a long pause the prisoner continued:] I then left the body lying there, and came up to Fountain's hotel and got my supper, and didn't go back any more that evening, but I went back Tuesday morning, about ten or eleven o'clock; I then thought I would cut Turner in pieces and bury him; so I cut off his head, hands, and feet with my penknife (knife here shown had four blades, and was identified by the prisoner as the one with which he did the cutting). I cut off his head and feet with the penknife, and skinned the body; that is the

knife (pointing to it) which lies on the table; I broke one of the blades cutting the bones; I broke several of the bones with the piece of axle; this was not all done before dinner, I don't know how much I did do before dinner; I went to dinner that day, but do not know the exact time; do not remember positively whether I was back at my office after dinner or not, in the afternoon I got a horse and carriage of Mr. Fountain and went out to Hazletville, my home, and came back in the evening, thinking to take the remains away and bury them. I got back about six o'clock that evening, and brought down the skin of Turner from my office in a water-bucket, which was about half covered with a piece of paper, the horse smelled it and would not let me take it, so I set it down just inside of the outer door, and locked the door. I then brought the horse and carriage to the stable, and went up to the hotel and warmed myself. I then thought I would carry the remains in a bucket and bury them; I went back to my office about eight o'clock, and took the bucket which had the skin in it and started out on the street with it. I found the ground was frozen, and that I had nothing to dig a hole with, so I turned and brought it back to my room again. I remained in my room planning what to do, and then concluded I would tear a large box I had to pieces and make a box that would hold the remains, for the purpose of shipping them on the Delaware Railroad to some point, and then follow and bury them. I found it was getting late, and I could not stay any later that night. About eleven o'clock I returned to the hotel and went to bed; this was Tuesday, my foot was hurting me on Wednesday, and I didn't go back to my room till about 9 o'clock in the morning. I found the remains smelling so much that I could not ship them on the railroad. I got my dinner at the hotel that day and was about at different places that afternoon. I returned to my office in the afternoon, when I took my knife and cut off the nose and lips from the head, intending to skin it, and also cut some pieces from the abdomen. I then struck the head with the bolt or iron axle for the purpose of mashing it up so it could not be recognized, but found I could make no impression on it. I was afraid if I skinned the head it would still retain its shape and would be recognized. Afterwards I put the head in a bucket and took it down to a lime-heap near the railroad and rolled it in the lime, and then raked it back in the bucket and carried it to a place where I buried it, using a spade belonging to Mrs. Jones for this purpose. I buried the head under a heap of cut briars in the street near the corner of Water Street and the railroad. I then went back to my room about 10 o'clock. I had a candle and two lamps at my office, one for burning alcohol and the other for burning kerosene. I took the bucket and put the skin in it to carry it away. Went out on the street with it and saw some person coming, when I took it back to my room again. I melted the end of a candle that I might stick the candle on the floor; I took one of the feet and poured some alcohol



over it, thinking that by setting it on fire it would change the color of the foot, I set it on fire and spilt some over on the floor, which also ignited. I had previously placed the box over the body and put the small pieces on top of the box; I intended, if the alcohol did change the color of the skin on the feet, to spread the skin out on the floor and change the color of it by burning alcohol on it; but I found that the alcohol would not change the color of the skin. I intended, if the color was changed, to replace the skin on the body and fit it as well as I could. When the alcohol on the floor caught fire, I gathered up the feet, hands, and skin in my hands, and got out of the room as soon as I could, fearing the powder I had there would explode. I made an effort to extinguish the flames, but failed. After getting outside I walked to the Methodist graveyard with the feet, hands, and skin; after I had gone some distance from the office I saw that the fire had gone out, and I started to go back, but I was afraid to go, remembering that the candle was on the floor. When near Mrs. Jones's new house I noticed the fire flash up again, and I turned and went back towards the graveyard, where I had left the feet, hands, and skin. I then took them up and carried them over into the Methodist graveyard, and there waited until the fire was put out. I buried the skin alongside of the railroad, and then went to get the hands and feet to bury them, when I heard the whistle of the four o'clock down train. I raked some lime over them and ran up to the depot and waited until the train arrived, when I went on board with a bundle of my clothes, and went to Delmar, from which place I walked to Salisbury, Md., on the railroad track. I went to Tracey's Hotel in that place and remained there until this (Friday) morning, December 6th, when I got on the north-bound train and came up to Farmington, where I got off and walked to Harrington. I got on the evening train and came to Dover, and gave myself up to the Sheriff. I had previously called on a constable at Harrington to deliver myself up. My life is insured for \$25,000; \$10,000 in the New England Mutual, \$5,000 in the John Hancock, \$5,000 in the Delaware Mutual, and \$5,000 in the Aetna—about half in favor of my wife, and half in favor of myself; they were all life policies. I took out the Aetna policy five or six years ago, and the others last spring. I never had any previous difficulty with Turner; knew him only by the name of Joe Turner; never exchanged half a dozen words with him before that time. I bored the hole found in the office floor about a month ago with a brace and bit; it was intended to set a post in for my retort; the powder, about a quarter of a pound, was put into the hole on the 30th of November; I used it as a medicinal preparation. The bundle of clothes I took on the cars with me consisted of circular coat, pair of boots, and three shirts. I bundled them in my room on Wednesday night, and put them back of Holland's store, and left them in the graveyard until I heard the whistle of the train, when I returned and got them and took them to the depot platform; the same bundle of

clothes, with the addition of a pair of pants, is at the Dover depot in a bag I bought at Salisbury. I tore Turner's clothes into strips, that they might not be recognized. They consisted of coat, pants, and shirt. I cut the tops of Turner's shoes off and threw the soles into the street, and left the uppers with the torn-up clothes, intending to carry all off and bury them. The front shutters of my office were closed when I left the last time.

To this confession, which is verbatim, West appended his name, and was then remanded to jail. How any one with a grain of common-sense could expect the public to accept the ridiculous statements and explanations in his so-called confession, is incomprehensible. Its only effect among intelligent people was to arouse their bitter scorn and their inexpressible disgust.

The principal points developed by the testimony for the State were briefly: that the annual premium on \$25,000 of insurance at the age of twenty-nine years was not less than \$600; that West was always impecunious, so much so at the time of the murder that he owed for two weeks' board at his hotel, and was unable to pay it; that he had repeatedly visited one Frederick Windolph, a friend and member of a society lodge to which he belonged, before the commission of the crime, selecting him from among his acquaintances because Windolph's height, weight, and chest measurement corresponded nearly with his own; that he was continually manoeuvring to establish himself in Windolph's confidence; and that, upon one pretense or another, he made several attempts to inveigle him into his laboratory. His diabolical design upon Windolph being clearly revealed by the murder of Turner, the testimony of Windolph was abundantly corroborated by other witnesses, who recalled incidents which, at the time, seemed strange, but which awoke no suspicion of ulterior purpose. It was also in evidence that West said he wanted to make money enough in the next two weeks to make or break him. Another witness said that he saw Turner in company with West in the afternoon of the day of the fire. Turner was under the influence of liquor when West treated him to brandy and asked him how much he could drink. Turner took a glass full. They left the bar-room together, and witness was surprised that

West should treat a negro in that liberal way. Witness saw very little money in West's pocket-book.

On behalf of the defense, testimony was introduced showing that the prisoner was insane; that his father was subject to fits of melancholy two or three years before the birth of his son Isaac C. West, Jr. But it became evident that the defense chiefly relied upon popular prejudice against color, and popular feeling against hanging a white man for the pardonable offense of killing a negro. In trusting to this sentiment, a relic or legacy of the old slavery regime, the defense was not mistaken.

The State introduced several medical witnesses to rebut the "insane dodge," and the case was given to the jury, who returned a verdict of "*Not guilty on the ground of self-defense.*" The leading daily journal of the State of Delaware, commenting upon this preposterous verdict, says:

"All that has ever been said about the stupidity of jurors and the uncertainty of jury trials is illustrated and enforced by the verdict in the West case. We would not have been surprised at an acquittal on the ground of insanity since we have read the strong array of evidence in support of that theory; but for a jury to disregard this, practically declare its disbelief in it, and then to acquit this man on the ground of self-defense, is a performance which we can find no words to characterize, excuses to palliate, or reasons to explain. The prisoner in his own laboratory killed Turner, then skinned him and cut him up, and finally set fire to the building with a view to destroying the disgusting evidences of his crime, and then ran away in disguise, and being caught, confessed his crime, but said he killed the man in self-defense; and upon his simple say so, a jury, sworn to deliver a true verdict in the case, acquits him on the ground of self-defense! Such a verdict is not only simply preposterous—it is monstrous."

It is some satisfaction to know that this inhuman villain did not escape scot-free. Upon being tried for the crime of arson, he pleaded guilty and was sentenced to two years' imprisonment in the penitentiary. His second confession is a virtual admission of his murder of the poor negro. Unfortunately, a criminal cannot twice be put in jeopardy for the same offense.

## THE WICHITA OUTLAWS, WINNER AND McNUTT.

In the summer of 1873, two young men, named Winner and McNutt, of Kansas City, obtained an insurance policy for \$5,000 upon the life of McNutt, from the Metropolitan Life Insurance Company. The policy was in favor of a woman from Clay County, Missouri, with whom McNutt had been living about a year in Leavenworth and Kansas City. In order to legalize the policy, McNutt married the woman and soon after removed to Wichita, a new and flourishing town in Western Kansas, much frequented by stock-raisers. McNutt was accompanied by Winner. Just before Christmas, Winner returned to Kansas City for the purpose of finding a young man whom he could quietly murder, and whose body he could palm off on the insurance company as that of McNutt. He visited Mrs. McNutt, who had remained in Kansas City, and disclosed the plot to her. A young man named Sevier was induced to accompany Winner to Wichita on promise of a job of work, and was never seen alive after he arrived there with Winner. He was taken, according to McNutt's confession, to the paint-shop used by the murderers, and there intoxicated with brandy and drugged with ether. Cords were bound tightly around his body, his clothing was saturated with kerosene, and the shop was set on fire. His remains were found among the embers of the building, and at first were supposed to be those of McNutt.

Winner reported that they had been attacked in the night, McNutt killed, and the shop robbed and burned. His story excited suspicion, for there were no bruises on his person excepting slight scratches. Mrs. McNutt immediately claimed the \$5,000 insurance, and the parties in interest at once proceeded to investigate the case.

On the day when this tragedy occurred, Mrs. McNutt wrote a letter to her husband, which was intercepted by the authorities, McNutt having fled to Missouri under the assumed name of Leonard. In the course of the letter she wrote:

"I am up to my eyes in trouble; I can't help it, for I must talk, although you will be angry with me for writing it. Do cut loose from that man Winner; he is a mean, pinchback liar. If you carry out the plans you have under way, we shall be ruined and disgraced.

Before I will have the name of stealing and murdering for wealth, I'd beg on my hands and knees. I'd rather burn in fire and brimstone, for your sake, than to have you branded as a murderer. Do let me sell my bed and clothing and come down to Wichita, and let us try and earn an honest living. I will work and do all I can to make our home happy and comfortable again. Life of my soul, let me warn you to cut loose from that wicked man, Winner, who is the cause of all our troubles."

On the face of the envelope were the following instructions to the postmaster:

Let no one have this but the one it is directed to, and if not called for within three days, return the same to No. 602 Main Street, Kansas City, only.

Mrs. J. W. McNUTT.

The letter was read to the jury of inquest over Sevier's remains. Winner and Mrs. McNutt were arrested and imprisoned, and, notwithstanding Winner's refusal to make any disclosures, and Mrs. McNutt's rejection of overtures to turn State's evidence, the proofs against them rapidly accumulated. A clue to McNutt's whereabouts was followed up by ex-Sheriff William Smith, of Sedgwick County. Having obtained at Topeka a requisition from the Governor, he proceeded to Leavenworth City, and took the Chicago and Rock Island road to Plattsburg. Immediately after arrival at that point, he procured a horse and a guide, and rode all night in the supposed direction of the criminal, visiting a number of small country post-offices and inquiring at each whether a party by the name of Leonard procured mail there. Next day he reached the Glen Garden post-office, in Ray County, and was told that a party of that name was getting mail at that office, and that he was working on a farm about one mile from there.

Smith left his horse and borrowed a shot-gun of his informant, for the purpose of killing chickens, he said, and proceeded to the farm. On arriving at or near the farm-house, which stood in a clearing, he espied McNutt in the back yard chopping wood. He passed around the farm to the east side, where stood a large barn. He approached the barn, keeping it between himself and his game; then farther on towards the house, about a hundred yards and within twenty feet of where McNutt was chopping wood, stood a corn-crib. He worked his way cautiously up to the corner of the corn-crib, stepped



out and cocked his gun on the chap, and told him to throw down his axe and hold up his hands, for he was his prisoner, which order he promptly obeyed, remarking while being handcuffed, "Well, you have got me at last." Smith said, "Yes, I have been hunting you for some time." He was placed on a horse and taken to Plattsburg, and thence to Wichita. The skillful manner in which Smith ferreted out the rascal, and the coolness with which he effected the capture, commended him to general admiration.

Reckless of consequences, the wretched McNutt voluntarily unbosomed himself of the particulars of the tragedy. The atrocious nature of the crime is revealed in the following confession, to which, when written out, his signature was appended:

I was born in the State of Missouri, on the 22d day of April, 1842; am thirty one years of age; was married to my present wife last October, have no children, nor do I wish any, for the legacy that I should leave them would not be of a very desirable character—that which Cain left his descendants. By trade I am a painter; worked at my trade in Kansas City for several years before I came down to this place; met Winner last May; we were a good deal together. He proposed several ways by which we could make some of that desirable article—money; but I would not listen to him, as I was afraid to bring disgrace upon my family. Among other things he proposed that we should organize a band of handits, and go over the country, plundering and robbing. He related to me some of the most diabolical crimes that I had ever heard, saying that he was the author and that he had never been under any inconvenience with the law; that the law was a farce, and a man with common-sense and a little cheek could elude and defy it at pleasure. But I would not go in with him; I told him I was no rogue, and would not be one for any amount of money. He laughed at me, and called me chicken-hearted. At last, towards the close of September he proposed to me the crime that was perpetrated here last December. I would not listen to him at first; but finally, in an evil moment, I allowed him to talk it up to me, and he painted it in such glowing and sure colors that I began to feel interested in it, and after awhile was carried away with the intoxicating thought that I might yet be worth some money, and not have to be a dog all my life. We talked up the best mode for the accomplishment of our object. I had my life insured in the sum of \$5,000, but as it would not be paid unless to some near relative and one whom we could trust, it was decided that I had better marry the woman with whom I was then living, and we would be sure of not losing what we committed crime for. It took us a long time to

decide where we could best accomplish our object. At first it was decided that Kansas City would be the best place, and we even went so far as to engage a store on Main Street, where we could hang out our sign as painters, and by this means be enabled to have on hand a large stock of oils without attracting or exciting suspicion. But one day, an unlucky day for us both, Winner said that he had found a much better place, a city where we could execute our plans in daylight without being bothered with the law; a place where men were killed every day in the week, and that place was Wichita. He showed me several pieces in the newspapers about murders that had been committed, and in them it stated that the offenders were allowed their liberty. We came down to this place and opened out our shop in a small frame building on Main Street, over a millinery shop. We worked at our trade for a number of weeks and built up quite a business. I tried to persuade Winner to give it up, but he would not. Not knowing who we could get for our victim delayed us for a long time; a citizen of Wichita would not do, as it would create such a sensation that some of the facts might come out. At last Winner went to Kansas City, saying that he had a friend who was looking for a job, and would bring him home and use him, and that we could finish him up the same night. He was gone about a week, and said that he had made arrangements with a painter by the name of Sevier, to come down and work for them, and that he would be down the next evening. I went to the depot to meet him, but he did not come. We received a letter next day, stating that he had no money, and the pass that Winner gave him would not answer. We sent him the money by mail, and for fear that he would not get it, telegraphed also. He came down on the 12.30 train next evening. Winner met him at the depot, and brought him up to our room, where he slept. At this time we had about thirty gallons of benzine and twenty gallons of coal oil, together with a large amount of oils. Sevier appeared like a very clever, good-hearted fellow. My heart failed me so that I could do nothing, but Winner was in his element; he knew just how to do everything, and do it well. We began to prepare him for death by giving him brandy to drink, of which we had a large supply. After he had drank about a quart we mixed ether with the rest, as it would not leave any deposit in the stomach. When he was so thoroughly unconscious that he could do nothing, we were prepared to do the bloody work which Winner's hands itched to perform. Winner poured down Sevier's throat about a pint of ether which he had brought from Kansas City. We then placed his head in an iron pot filled with benzine, and set fire to it. We watched him as his head began to simmer and crackle like burning meat, but as he was unconscious, I do not think he felt any pain. When his features were burned and disfigured beyond recognition we laid him in the bed, which was saturated and dripping with oil. Our next operation was to fix up Winner so that it would give the public the impression

that some one had tried to murder him as well as myself. I took a hunch of flesh between my thumb and finger and run the blade of a pair of scissors through and cut it open; we then opened one of Sevier's veins and took out about a quart of blood, which Winner spread over himself, and thus made himself look as though he had lost a great deal of blood. I then took my departure, leaving my vest and empty pocket-book at the back of the shop, and left on the train for Atchison, and from there went to Missouri. I escaped detection on the train by riding between the baggage car and locomotive. Ever since then I have been in Missouri. I knew nothing about the developments until two days before my arrest, when I read the verdict of the jury in the *Journal of Commerce*. I do not know what Winner did after I left, but am sure he must have acted his part well, as he is a most accomplished rogue.

This is all I know of the affair. I tried my best to persuade Winner to give up the thought of the crime, but could not succeed. I told him it would not succeed, especially at Wichita, for the officers are too sharp and vigilant, more so than any other city I know of in the West. I don't know how the officers found out where I was.

J. W. McNUTT.

#### COUNT POMMERAIS AND MADAME PAUW.

In reasoning from circumstantial evidence, increased cogency is often given to the general weight of evidence by the conspicuous presence of an urgent motive for crime. A very interesting illustration is furnished in the trial, in France, of the Count de la Pommerais for the murder of Madame Pauw. It appeared that Madame Pauw had been left a widow in 1859, with three children. The prisoner was a physician who knew and attended her husband. Madame Pauw became the prisoner's mistress up to the time of his marriage in 1860 with Mademoiselle Dubizy. In June, 1863, the prisoner proposed to the deceased to organize a fraud on six French and two English life insurance companies, by insuring the life of the deceased, and then, on her simulating illness, by inducing the insurance companies to exchange the policies for annuities. Insurances were accordingly effected for 550,000 francs, for which the policies were made transferable by endorsement. The prisoner advanced the premiums, having the policies transferred by Madame Pauw to himself by deed, and a will made by her in his own favor. The motive, of course, alleged for the murder of the deceased was, that by her death the pris-

oner would come into immediate possession of the 550,000 francs, and be relieved from what was possibly an inconvenient connection. The prisoner induced Madame Pauw to feign illness; and it was alleged in the *acte d'accusation* that in November, 1863, he administered digitalis. Dr. Gaudinot was called in, and was told she had fallen down-stairs. This was contradicted at the trial by Madame Pauw's children. Madame Pauw died. Drs. Tardieu and Roussin were charged by the Court to make a *post-mortem* examination. They made several experiments, and in their official report concluded that the deceased had died by poison. Dr. Roussin thought the poison was digitalis, of which the prisoner had large quantities in his possession. It was alleged that the prisoner well knew that digitalis leaves no traces. In the course of the experiments, digitalis was tried on dogs and cats, and they died in the same way as other animals to which expectorated matter and contents of the digestive tube of the deceased had been administered. Dr. Herbert, on the contrary, thought that the fact of the floor of the deceased's room, which had contained matter in a state of putrefaction, having been recently scraped, was sufficient to account for all the circumstances of the death. It appeared that the prisoner had spoken freely to several witnesses about the contemplated fraud on the insurance companies. Now, if this fraud had been seriously contemplated, or actually completed, and the prisoner was in the way of being put in the receipt of an income during Madame Pauw's life, instead of the expectation of a lump-sum at her death, the motive, of course, would have been all the other way. It was the prisoner's object to show that he did so seriously intend to carry out this fraud up to the last. And the case is almost unique in exhibiting a prisoner laboring to prove his innocence of one crime by proving his complicity in another only a few degrees less abominable. Some of his statements were inconsistent with manifest facts; some—such as his assertion that he paid the deceased an annuity of £100—suicidal to his own professed motives. The result was his conviction and execution. In this case the evidence was, on other grounds, just of that uncertain description which makes evidence of efficient motive all-important. The defense, cer-

tainly, was most plausible and ingenious, and if concerted contemporaneously with the crime, showed a marvellous foresight and sagacity. For there were three courses left to the jury: the prisoner might have been proved guilty of no crime at all; or of attempted fraud, and not of the murder; or of the murder and not the attempted fraud. A distinct conception of the several motives likely to be present on each successive hypothesis, was the most critical part of the investigation.

#### THE HARTUNG CRIME.\*

Bernard Hartung was a merchant at Magdeburg in the beginning of 1853, and was well known for his cultivation and his apparent business success. He had been three times married, and was now living in much comfort, though in point of fact laboring under great pecuniary embarrassment, with a wife to whom he was undoubtedly much attached. Coming home, one evening, he found his aunt (his mother's sister), Emma Schroeder, an unmarried woman of about forty, spending the evening with his wife. Tea was over, and after a little pleasant and cheerful conversation, in which they urged him to sit down to the table and eat, he got up, saying he had to go out for a few minutes, but would soon be back. He returned with some cakes in his hand (baisers), of a kind of which he knew his aunt was particularly fond. With a smile on his face he called for two dessert plates, and put a cake on each, one of which he placed directly opposite his wife, and the other to his aunt. The latter tasted hers first, and remarked upon something gritty, when the wife offered to change with her, which, however, she laughingly declined. At ten o'clock the aunt returned home, and at midnight was seized with violent pains. At dawn a physician was called in, who could do nothing more than speak of the improbabilities of recovery. Hartung was sent for, but apparently questioning the reality of the danger, he went down to his counting-room, making his partner's absence the ground of excuse. At three o'clock in the afternoon, however, the condition of the sufferer was much worse: her breath became lighter; she had fallen into a comatose

\* Wharton & Stillé, Medical Jurisprudence.



condition, from which it was impossible to arouse her, and this news being sent to him, he at last hastened to her bedside. She was dead, having sunk away in perfect calmness. He at first was overcome with a paroxysm of grief, and it was some time before he recovered sufficiently to enable him to inquire into the circumstances of her illness. The nurse mentioned casually the cake which the deceased had eaten the previous night, which, during her illness, she had said she feared was not entirely right. Hartung did not move a single muscle. The nurse repeated the entire remark of the deceased: "Perhaps that cake was not quite right, perhaps it was poisoned." Hartung smiled compassionately and said, "She was raving." So, indeed, all the bystanders thought. He then proceeded to examine into her effects. She was in poor circumstances, supporting herself in part by music teaching, and but a few hundred dollars were found, which were divided equally between Hartung and his two sisters, they being the heirs-at-law. The funeral was ordered in some haste, but this was attributed by Hartung to the illness of a daughter of a lady lodging in the same house. In the mean time the dying statements of the deceased began to be noised about, and public suspicion rose so high that in a few days Hartung was arrested. He opposed a bold and determined front to the officers, and indignantly demanded his discharge. He fell into the hands of a police magistrate distinguished for his tact and experience, and it was then that a scene took place so characteristic of the present method of German procedure, that we translate it in full from the official report.

It was evening. Two lights, standing in the center of the green-covered table, lighted the office sufficiently to enable everything in it to be seen. Hartung did not know the magistrate. They saluted each other, and the magistrate, looking at him calmly but firmly in the eye, stated to him the nature of the charge as to which he was about to be examined. Hartung was unacquainted with the searching nature of the process to which he was about to be subjected, and found its solemnity and pointedness not a little oppressive. The quiet calmness with which the magistrate enumerated to him the several grounds of suspicion threw him at last into a

confusion from which he was unable to rally. The magistrate watched him narrowly, and then laid before him in a very few words the only means by which he could escape from the distressing incertitude into which he was placed—viz.: by a free and open confession to place himself right before God and man. Hartung sank under this new appeal. He could no longer retain his former threatening bearing, and he suddenly turned and asked, "To whom have I the honor to speak?" The answer paralyzed him still more, for it gave the name of an officer famous in the detection of crime and for his skillful treatment of the accused. He asked for a private interview, when the magistrate continued to inquire whether he was conscious of guilt. "In part, in part," was the agonized reply. "A partial guilt is impossible here," said the magistrate, calmly. "Are you guilty of your aunt's death, or are you not guilty?" The reply was, "Guilty," and the magistrate seized this moment of paroxysm to draw forth a full confession. "If you confess that you poisoned your aunt, you must give your reasons." Hartung shuddered; his pride could hardly bear this strain. "Was it your intention to destroy your aunt by poison?" "Yes, that was my object." "Was your motive hatred?" "No." "Did you expect to gain anything?" Hartung shuddered again, and it was with difficulty that at last he replied, "Whatever money my aunt left, I have secured; it fell to me as rightful heir." He then went on to excuse himself on the ground that his aunt was about to make a match with a person far her junior in years, whose object, evidently, was to obtain the little property of which she was possessed. He then went on to explain how he had effected the poisoning, which was by mixing arsenic with the sugar on the cake.

The next step was to fortify this confession by the examination of the corpse. The body seemed entirely unchanged, and all expression of pain was drawn from the countenance by the calm which succeeds death. Hartung was brought to view the body, and with the exception of a slight recoil, retained entire composure. The *post-mortem* gave the most unmistakable evidence of the presence of arsenic. In the examination of Hartung's house, similar traces were discovered. An amount of pure arsenic was found which was enough to poison half a city

Of this, however, Hartung denied all knowledge. The only answer he would give was that it was the refuse of what he had wanted in the store, and that it had been cast away there and forgotten. And at the close of the primary hearings, he solemnly purged himself of having been concerned in any prior similar violations of the law.

The suspicions, however, that had been excited against him now began to extend over a wider field. Cases of prior sudden death were enumerated within the circle of his immediate influence, and the following remarkable facts were brought to light, connecting him unmistakably with the poisoning of his second wife under the following circumstances:

In 1850, Marie Braconier, to whom he had shortly before been married, and who was then in the freshness and fulness of early womanhood, told one of her own female friends that she was troubled with an anxious presentiment arising from her husband, who was then much embarrassed in his circumstances, pressing her to consent to have her life insured. Her feelings of dread arose not from suspicion, but from an unwillingness to unite in a step which she could scarcely understand, and which was necessarily beset with gloomy associations. She yielded, however, but scarcely had she done so, when, on a visit to her mother, she was attacked, immediately on leaving her husband's house, with symptoms which were attributed to the then prevailing epidemic of cholera. Her strong constitution, however, surmounted the attack, and after a few days she returned home. Scarcely had she got there when Hartung was seized, or pretended to be seized, with the premonitories of the epidemic, manifesting great fear, resorting to every palliative in his power, and finally yielding to her anxious entreaties to be put to bed. His wife devoted herself to him, never leaving his side, and it consequently fell to her lot to administer to him a broth which he induced her to join with him in drinking. Of what took place then there was no evidence, as they were alone, except that a few hours afterwards she was seized with violent pains, which shortly after ended in her death. At first no suspicion arose. The attending physician, Dr. Niemann, signed the usual certificate that the death was occasioned by Asiatic cholera. The insurance com-

pany; however, which was so closely affected by her death, began naturally enough to feel some curiosity when called upon to pay. This was increased by the extraordinary activity with which Hartung pressed for the payment. A voluminous correspondence ensued, in which the company called for a *post-mortem* examination, which, however, he very artfully succeeded in avoiding. At last, by threats, on one hand, of exposure of a corporation which was willing to receive premiums, but not to pay losses, and partly by an appeal to his own desolate situation after all his great losses, he succeeded in obtaining payment in full.

The examination into the causes of the aunt's death, however, led to a reconsideration of the case of the wife. The exhumation of her remains was at last determined on. A commission was constructed for the purposes of a *post-mortem* examination, on which were placed eminent medical experts, among whom was the physician who had attended the deceased in her last moments. Twenty months had elapsed since death, but the degree of preservation was such as to leave no question of identity. The result of the chemical examination was decisive. An amount of arsenic was found in the stomach abundantly enough to have caused her death. Strong circumstantial evidence also existed, showing the cause of the wife's first sickness to have been the same as her last. When these facts were mentioned to Hartung, he replied merely by protesting against the prejudice that had been excited against him, but denying all agency in his wife's death.

In March, 1853, his trial came on in Magdeburg, when, to the surprise of all, he pleaded not guilty to his aunt's murder, and maintained that his confession to the police magistrate was dictated by the desire only to get rid of a harassing and protracted examination, and to bring on a speedy trial. The result was, however, unavoidable. He was convicted of his aunt's murder, and was finally executed. Before his execution he made a full confession of having poisoned both his aunt and his wife.

**KATHERINE GING, THE DUPE AND VICTIM OF HARRY HAYWARD.**

In the city of Minneapolis, at the corner of Thirteenth Street and Hennepin Avenue, there is an apartment building of somewhat pretentious size and appearance known as the Ozark Flats. It is, or was, the property of W. W. Hayward, a gentleman of wealth, who resided in the building with his family, consisting of his wife and his two sons, Adry A. and Harry T. Hayward. The elder son, Adry, was unmarried, and with his family occupied apartments near his father's. At the time of the tragic occurrence of which we write, December, 1894, Harry, the younger son, was 29 years of age, and was known as a "fast" young man, who was recognized by if not actually admitted to the better class of society. He was strongly addicted to gambling and played whenever he could obtain funds for the purpose. His father had started him in life with a handsome property, both real and personal, all of which was lost in gambling ventures. In personal appearance he was of excellent physique, nearly six feet in height, well proportioned, erect figure, fair complexion, and of attractive manners. It was an easy matter for such as he to win the admiration, and eventually the absolute confidence, of a rather commonplace but ambitious young woman, Miss Katherine Ging, a dressmaker, who was about his own age, tall, and although of masculine type was passably good-looking. She occupied business parlors in what is known as the Syndicate Block, Minneapolis, where she had built up a profitable business through her thrift and industry, and was reputed to have accumulated a few thousand dollars, which she had placed at interest. She resided in the Ozark Flats, where she had apartments with her niece, Miss Ireland.

On November 23d, 1894, Miss Ging called at the Minneapolis agency of the Travelers Insurance Company of Hartford, Conn., and inquired for Mr. Purple, an agent of the company, with whom she was acquainted. Agent Purple being temporarily absent from the office, an appointment was made with Miss Ging for him to call at her dressmaking shop on the afternoon of the same day. Agent Purple called agreeably to the appointment, and was informed by Miss Ging



that she had decided to take out some accident insurance, and the agent took her application for what is known as an annuity accident policy, in the sum of \$5,000. The policy was delivered to her that evening, for which she gave her check on payment of premium. The next day Agent Purple saw her again and explained that the policy was payable, \$1,000 upon proofs of death, and \$1,000 annually thereafter during four years. She then told him that she intended to borrow \$7,000, and wanted to use the policy as collateral security for the loan. The agent suggested that a policy paying the entire sum at one time would be better for that purpose, and so a new application was taken and a new policy written, dated November 24th, 1894, and was delivered by Agent Purple to Miss Ging at her room the next day, November 25th, at which time Harry Hayward was present. Three or four days later Hayward came to the office of the insurance agent, having with him the accident policy recently written upon Miss Ging, together with a recent policy upon her life written by the New York Life Insurance Company. He also had assignments of both policies made by Miss Ging to himself. The assignments were in duplicate, and he left one to be forwarded to the home office of the Travelers.

Ten days after this insurance was written, at about half-past 8 o'clock on the evening of December 3d, 1894, the dead body of Katherine Ging was discovered in a lonely part of a road running through a tamarack swamp within the park system lying on the outskirts of Minneapolis, and near the eastern shore of a sheet of water known as Lake Calhoun. A young man, a railway employé, was returning home that night, having taken a street railway car, which brought him to the road in question and to a point within about fifty yards of where the body lay that evening. When he first got off the car he heard a carriage coming through the marsh road, but could see nothing. Walking on, he met a running horse with top-buggy. He stepped to one side, thinking the driver was going pretty fast, but paid no further attention to the matter and proceeded in the direction of his house, when he very nearly stepped upon the dead body of a woman lying in the center of the road. He went directly home, obtained assistance,

and returned to the place, when it was observed that the body was lying partly on its side and partly on its face. A carriage robe of fur was lying tumbled up about the body. The body was warm. It was supposed that a carriage accident had happened, and a physician was summoned. In the mean time a patrol-wagon and police officers arrived at the place. The woman being pronounced dead, the body was at once taken to the morgue, where it was more critically examined and a pistol-shot wound of the head was discovered, the bullet having entered at the back of the right ear, and passing through the brain had lodged in the left orbit. Up to that time no one had identified the body.

At about 9 o'clock that night a horse and buggy without a driver came into the livery stable of George Goossman. The horse belonged there, and the fact of its walking in alone attracted no attention at the time. The man in charge unharnessed and took the horse to its stable. On returning to the buggy he found that the robe was missing, and that there was a pool of clotted blood upon the cushioned seat. He summoned assistance, and police headquarters were called up by telephone. It was soon learned that Katherine Ging had hired this livery horse that evening, and the body lying in the morgue was soon after quickly identified. Miss Ging had engaged this team of the carriage agent of the West Hotel, whom she knew and who lived at the Ozark Flats. She had previously driven this particular horse, which was gentle and quiet, and had ordered it for 7 o'clock that evening, to call for it at the West Hotel. She was at the hotel promptly, got into the buggy and drove off.

A careful, searching, and exhaustive investigation was quickly set on foot, and the mayor of the city, Hon. W. H. Eustis, gave his personal and most valuable efforts to solve the mystery of what appeared to be a most unaccountable murder. Suspicion quickly pointed out Harry Hayward as the person most intimately acquainted with the murdered woman and best informed as to her social relations, her habits, and her business dealings. At first Hayward was consulted in rather an advisory capacity, and he was asked to give his opinion upon the several theories that were being evolved.

With the utmost composure, and thoroughly self-possessed, he showed a willingness and a desire to follow up every clue, and if possible hunt down the perpetrator of the crime. It was clear, from the start, that he did not commit the deed, for at the hour of its occurrence he was enjoying himself at the Grand Opera House in the company of an estimable young lady whom he had escorted there. Still, he was regarded with lurking mistrust early in the case, and through his brother Adry, the evidences of crime were quickly confronting him. It appears that the Hayward family had a friend and legal adviser in the person of Mr. L. M. Stewart, a wealthy gentleman who had retired from the active practice of his profession of attorney-at-law, and through some vague instinct of honesty Adry Hayward had sought this friend for advice. The circumstances may best be related in the following letter addressed by Mr. Stewart to the county attorney:

"Three days before the murder of Miss Ging, Adry A. Hayward, the brother of Harry, came into my office very greatly excited and told me that Harry and a confederate were going to murder Miss Ging in order to get money from her life insurance, and he told me that Harry pretended to have loaned her the money and had managed to have her display the money in large sums in several places, and that Harry had also displayed Miss Ging's notes, taken also to many people, as also her life-insurance policies, and that she was to be got out riding and killed in order to get the life-insurance money, which he said was \$10,000. In fact, he stated substantially all the particulars as they have occurred, and said he learned them from Harry, and as I said, he was greatly excited and wanted to know what could be done to prevent it. I hadn't the least belief that there was any foundation for his fears, and told him it was only some of Harry's big talk; told him if there had been any such scheme on the part of Harry he certainly would not be such a fool as to tell of it. But he seemed perfectly convinced that the intention to murder the girl was genuine, and said it was certainly planned and would be accomplished in a very few days. I repeated to him again and again that while Harry was wicked he was not a fool, and that he certainly would not have given himself away in advance in that way if there had been any intention to perpetrate such a crime. But he did not seem to doubt the genuineness of the intended murder. If I had supposed there was the most remote possibility of his story, or rather belief, being founded on genuine intention to commit a crime, I should have advised him at once to go to the superintendent of police and lay the matter before him; but I had no belief whatever in its being

anything but bluster and bluff on the part of Harry. But events proved conclusively that Adry was right. I knew long ago that Harry was one of the most mendacious liars and dishonest rogues I had ever seen, but I had no idea of his being such a criminal. When Adry came into my office to tell me the above, he said he wanted to talk with me confidentially. But crimes of this character should be promptly punished to the full extent of the law."

This letter put a quietus upon all investigation in other directions, and warrants were issued for the arrest of both Adry and Harry Hayward. Both were soon in custody, but before being locked up Adry was fully interrogated upon the points indicated in the foregoing letter. Under the advice of Mr. Stewart, he consented to make a clean breast of it, and he related to the officials the following story. He subsequently testified to the same facts at the trial of his brother Harry. He said Harry had told him that he had made gambling investments for Miss Ging, sometimes winning, sometimes losing. He obtained considerable money from her for that purpose. Some time during the month of July previous Harry told him that he had Miss Ging's note that she wanted to get discounted, being short of funds. The note was secured by mortgage upon some mill property, and the mill was insured. He wanted Adry to go with him to the place and see the miller. Adry declined at first, but finally consented and went with him, driving there in a carriage. On arriving at the place Harry inquired of the miller about getting the money on the notes, and failing in that asked to look over the property. Adry remained in the carriage while Harry went into the mill. About two or three weeks afterward the mill burned down. The insurance was subsequently paid. About two months later, in September, Harry sounded Adry upon the subject of killing Miss Ging, asking if he, Adry, would kill a woman for \$2,000. Harry suggested that the woman could be very easily shot, that he, Harry, could drive out with her or could have her taken out, and that nobody would suspect them. Adry declared that he would have nothing to do with killing people, but Harry recurred to the subject at various times and spoke of employing a certain hackman for the purpose. He detailed several plans to accomplish his murderous pur-

pose. One was to take the girl out in a boat and drown her, but he feared that would look like suicide and defeat the collection of the insurance money. He spoke of driving out in a buggy with her, and wondered how she would fall if she struck a bowlder by the roadside—whether she would fall towards the bowlder or from the bowlder when she struck. Later on, Harry concluded that Adry would not answer his purpose and told him so, declaring that he had no nerve, but he had now found the right man, who had nerve and who knew enough to keep his mouth shut. He said the man was Claus Blixt, a stationary engineer having charge of the engine at the Ozark Flats. A few days later Harry exhibited to Adry a package of bills, saying there was seven thousand dollars in the roll. Harry said in the presence of others whom Adry names, that he was going to invest seven thousand dollars in business with a young lady; that he was going to take out insurance upon her life and that she was going to give him her notes secured by the life insurance. At a later interview Harry informed Adry that Miss Ging had taken a \$5,000 life policy only, instead of \$7,000, as had been planned, but she had remedied the defect by taking a \$5,000 accident policy also. "And now," said Harry, "I will make more money than I had intended to; I will make the notes now for the full amount of the policies, \$10,000." According to Adry's best recollection, about the 22d or 23d of November, Harry wrote the notes for Miss Ging to sign, writing them in Adry's presence and on his father's desk. There were three or four of these notes. On Friday, the day after Thanksgiving, Harry said to his brother Adry, "I was coming down this morning and Blixt asked me if it was not time to sacrifice the dressmaker." Adry replied, "Harry, you are not going to kill the girl, are you?" "Yes, we are," he says, "she will have to be the victim this time."

Claus Blixt was taken into custody and locked up at the police station. At first he denied any knowledge of the matter, but after being alone awhile in his cell he expressed a desire to see the mayor and chief-of-police. They went to him, and to them the miserable wretch expressed a desire to make a truthful confession and relieve his conscience of its burden.



A stenographer was called in and every word was duly noted down. Soon the whole secret was disclosed, and the perpetrators of the crime were in the hands of the law. At the trial of Hayward, Blixt became an important witness, and his testimony (when divested of a vast amount of superfluous matter) was substantially as follows:

" My full name is Claus Alfred Blixt, age 41, born in Sweden; came to this country about 1860; have lived in Minneapolis about eight years; went to work for W. W. Hayward in April last, having charge of the steam machinery of Ozark Flats; married, and reside at the Ozark. I first met Harry Hayward in his father's office. After I started in to work at the Ozark I saw him once in a while up to about six or seven weeks prior to my arrest; during those weeks he was down in the basement, where I worked, most every day. It was my duty to run the elevator at noon hours and in the evening. I had seen Katherine Ging there; was not acquainted with her; knew her by sight, that was all. About a week or so before this affair occurred, I needed a throttle valve, and I spoke to Harry about it and he said come down to the office to-morrow and he would go with me and buy one. Next day W. W. Hayward told me to hurry down to the office because Harry was waiting for me. I went there and saw Harry sitting near the table and Miss Ging at one end of the table. He was writing and putting up some papers, and he told her that she should sign the note and she signed it, and he asked me to sign as witness. There were two bunches of money laying on the table. After I had witnessed the note he told her to take the money and go into the other room and count it. After Miss Ging left Harry went with me and bought the throttle valve and then we went to the Ozark. In the evening he came to the Ozark basement and said to me, referring to Miss Ging, 'I am going to kill her; I am going to take her down' or 'I have taken her down already to gambling.' He said she gambled as high as \$1,000 and even bought green goods. And now, he said, 'After this I am going to take her to the restaurant and have her show this money, and then I will remark,' he says, 'that she is awful careless to show so much money, and that she will be robbed and killed for it.' He said that he was going to kill her, and that he thought he was going to make about \$10,000 on her. During the week he kept on telling me how he had taken her around the restaurant, and showing \$2,000, setting it in a tumbler beside her when she ate; and then the waiter remarked and he remarked that she was awfully careless because she had so much money with her and she might get killed for it, and he took her over to St. Paul and had her do the same thing over there. He said to me that she wanted to marry him and that he had promised to marry her. He said he was going to get her to assign the life insurance over to him as security for

money. Then he said to me, 'I have got all the money from her, and now I am going to have her sign the life insurance over to me and then kill her.' The witness related several plans which Harry had formed for killing Miss Ging. In all of them it was intended to have the surrounding circumstances such as to give the injuries the appearance of having been effected through accidental means, or else intentionally inflicted for the purpose of robbery. Finally, 'on Monday evening, December 3d,' the witness said, 'Harry came to the basement, bringing a bottle of whiskey.' He said: 'Blixt, here is some whiskey.' I said, 'I don't want any whiskey; I don't drink whiskey.' 'Well,' he said, 'you —— fool, this is not common whiskey, take some of it.' I drank some of it and he said, 'I am going out to-night and I want you to help me. You have got to help me. To-night she is going to die. It cuts no figure, but to-night she is going to die,' and then he told me about everything he was going to do. I said, 'Harry, can't you make money some other way and not kill the poor girl?' He said, 'I would rather kill her than any dog I ever saw; it does me good to kill people.' He told me he had killed two before and it was nothing to kill people. I told him I could not help him and he said, 'Well, Blixt, you have got to help me or I will have to kill you. If you don't help me I will kill you, and if you help me you are all right.' He says, 'Come here,' and he called me over to the bench, and he says, 'Now, I don't believe in your wife. I think it good if she was not living, and I want to kill your wife because I am afraid she might hurt both you and me.' I said 'No, I am not afraid of my wife; she don't know anything and I promise you I will not tell her anything.' I says, 'Harry, whatever you do with me, don't hurt my wife.' He says, 'If you come to my wishes and do what I want you to do, your wife is all right, but if you don't, she is not.' He said, 'I have this plan all laid out so that the smartest detectives in the world can't get at it. Go and do what I tell you to do and your wife is all right.' I says, 'All right, Harry, I will do whatever you say.' Then he came to me and says, 'Now, you take my revolver, but I want you to write a receipt to show that you have bought my revolver of me.' And I says, 'I won't sign it—I won't sign any receipt.' 'Well,' he says, 'if you don't want to do that, then I want you to tie a string to the revolver and make it so that you can run your fist through the string so I may be sure you won't drop it.' I says 'No, I don't want any string around the revolver.' He gave me six cartridges, saying, 'These are extra long and don't belong to the revolver, but they are long and good, and after you have killed her you take these extra cartridges and put them in the revolver, take the extra ones out and put in these other ones that belong to the revolver and put the revolver under my pillow when you come back.' Then he says, 'When I get ready you come up to my flat and I will instruct you where to go and all about it.' He left me for a little while and went away. I don't know

how long he was out, but after awhile he came back and he says, 'Put on your coat and come on.' 'Now,' he says, 'you go out on the other side of Hennepin Avenue and wait for me until I come out, and when you see me come out you follow down to the corner of Kenwood and Hennepin.' I went across to Hennepin Avenue and down pretty nearly two blocks and stood there watching until I saw him coming. Then I walked ahead down to the corner of Kenwood and Hennepin, when I turned around at a little pathway going across a vacant lot and saw him cut across there. He hawked and coughed, and that meant I should come that way with him. He went on probably four rods further and I followed. After I got across the first street, Lyndale, I think, I followed him a block further. He crossed the street, and when I came to where he crossed I saw a horse and top-buggy, and he was standing there by it, talking with Miss Ging, who was in the buggy. He said to her, 'This man is one of the gang.' He says to me, 'Get in there.' I lost my cap in getting in and he picked it up for me and went around and whispered to her. Then he said to me, 'You drive up to Hennepin and go around Hennepin Boulevard, around to Lake Street and follow around the west side of Lake Calhoun and I will meet you. I will have a team, and when you meet the two horses you exchange with us.' He said to me and to her that we should keep our heads in pretty close so that we would not be noticed. The top of the buggy was up. I turned and drove as directed, leaving Hayward standing there. I kept going on the west side, and when as far as the ice-house she asked if Harry was coming; if he was out buying green goods. I said I did not know, and we kept going further on. She said, 'I was held up here once,' and I said, 'Did you lose anything?' 'No,' she said, 'we put the rings we had in our mouths,' and that is all the conversation we had until we reached the street railway. After that I had my revolver on the seat at my side and she asked what I had there. I told her what it was, and that Harry had said to me that it was the best thing to have out this way because we might be held up. As we were going on she kept looking for Harry, and every little while she put out her head and I kept thinking it over how I could do this. I thought of getting out and running off and leaving her, and leaving everything, and then I thought of my wife and that he would kill her sure, and that is why I stayed in the buggy. After that she kept looking around, and if I had wanted to I could have killed her ten times. At last she put out her head again and I raised my revolver and fired. I never looked where I shot, but it happened that I shot her just where he told me to shoot her, where he asked the doctor would kill the quickest. After I had shot her she threw herself back and sat right still. I kept going twenty-five or thirty yards further and was scared then. I took the robe off my knees and gave it to her and kept it shoved up against her, and when I had gone twenty-five or thirty yards more in that direction I turned around and drove

back slowly, holding the robe up against her. Then I began work to get her out of the buggy. I stooped down, and moving her legs close together, I laid my hands so that she would not come against me. In falling out she struck on the front wheel, turned around and laid on her side, the wheel going over her body, and I drove on. That is the way it happened."

Continuing his testimony, Blixt said:

"After she was out of the buggy I drove back to Hennepin Avenue and on up to Lyndale, and then I got out of the buggy and let the horse go alone." Blixt returned to the Ozark Flats, stopping on the way to drink, as he said "two small snitz of beer because I didn't feel good." He reached the Ozark about ten o'clock. He went to Harry's bath-room and removed the cartridges from the revolver, exchanging them for other cartridges as directed previously by Hayward, and then placed the revolver under the pillow as he had been told to do. He threw into the furnace the cartridges he had taken from the revolver, and then went to bed. Some time after eleven o'clock that night, after he had retired, Harry came to his bed-room to know if Blixt was there. He came again during the early morning hours, between three and four o'clock, and called out loudly, "Blixt, are you asleep?" Blixt answered roughly, "No." Then Harry said, "I have been down-town, and she has been murdered for her money. It seems as though she had met with some men, fellows of hers, and that they murdered her and took my money, and my seven thousand dollars is gone. I don't expect I shall ever see a cent of it, and the people down-town say it is the most horrible and cold-blooded murder that ever was committed, and there is not a clue to the murderer anywhere to be found. I have been upstairs talking to the little girl trying to find out something, but she did not seem to know anything about it. I don't know what to do. I don't know whether I had better go down in the morning and notify the insurance company or not."

Mrs. Blixt was present and asked Hayward a few questions. Blixt said nothing.

Harry T. Hayward was charged by the indictment on which he was tried with the crime of murder in the first degree, by aiding, abetting, inducing and procuring Carl A. Blixt to shoot Katherine Ging, thereby causing her death. The trial commenced on January 21st, 1895, and continued uninterruptedly until March 8th. Although the State based its claim mainly upon the evidence of Blixt and of Adry Hayward, it supported that evidence with voluminous and overwhelming corroborative proof, so that the story told by them remained practically

unshaken. The motive for the murder, as appeared in evidence, was to recover the \$10,000 insurance procured through Hayward's influence upon Miss Ging, and which had immediately afterward been assigned to him. The defense was masterly, and conducted by one of the most able of criminal lawyers; but the result was foreseen from the outset, and on the afternoon of March 8th, 1895, the jury brought in a verdict of guilty as charged in the indictment. On the 11th of March he was sentenced to be hanged at a time to be fixed by the Governor of the State of Minnesota. This sentence was carried into effect on the 11th day of December, 1895.

On the night preceding his execution Hayward made a confession, or rather what he calls a "full and final statement of my life, dwelling particularly upon the crime for which I am to be executed." The statement was made to three personal friends, whom he authorized to publish, as being the whole truth in regard to the Ging murder. It is a rambling narrative and apparently truthful. He relates his early gambling experiences, and gives brief account of other murders committed by him. He tells the full story of burning the mill mentioned in Adry's evidence, having set the fire himself. He admitted that there was no money transaction between himself and Miss Ging, and that the \$7,000 loan was purely visionary. The only money in the scheme was the \$40 to \$60 premiums paid on the insurance policies. He states that the evidence of both Blixt and Adry was substantially correct. Throughout the whole recital of his confession a mocking laugh played over his conscienceless face, and without a word or exhibition of regret, he disclosed the deep-laid and rooted depravity of his brief but demoniacal career.

#### THE MONSTER HOLMES.

Benjamin F. Pitezel, Loomis Avenue, Chicago, Ill., occupation given as real estate and dealer in patents, made application to the Fidelity Mutual Life Association of Philadelphia for \$10,000 insurance. He was described by Dr. Charles S. Taylor, the medical examiner, as a man of 5 feet 10 inches; weight 155 pounds; chest measurement 32-35; girth of abdomen 32; hazel eyes; hair black; risk first class.



A policy for \$10,000, the amount applied for, was issued November 9th, 1893. The application was written by Mr. O. W. Fay, an agent of integrity and intelligence, who states that Pitezel invented a coal-bin, had desk room in the office in which H. H. Holmes also had desk room, and that he first became acquainted with Holmes in the ordinary course of business, and was subsequently introduced by Holmes to Pitezel.

A payment became due August 10th, 1894, and on August 2d of the same year Pitezel saw the cashier of the Chicago office and asked whether he could obtain an extension, stating that he had ordered several car-loads of lumber, and that he had to pay for the same, which made him short, and he would probably not be in a position to dispose of it before the payment became due. The cashier informed him that he had no authority to grant extensions. On the day the payment became due, a telegraph money-order was received at the Chicago office of the Association.

On September 5th, 1894, the newspapers gave an account of the finding of a body at 1316 Callowhill Street, Philadelphia. The coroner's verdict was that death had been caused "from burns received from an explosion and inhalation of flame." The name of the deceased was given as B. F. Perry, who had for a short time been engaged in the patent-right business. About September 12th, 1894, President Fouse, of the Fidelity Association, received a communication from one Jephtha D. Howe, of St. Louis, attorney for Mrs. Carrie A. Pitezel, who claimed that Mrs. Pitezel had evidence that B. F. Perry, who came to his death at 1316 Callowhill Street, was her husband, B. F. Pitezel. The fact that Pitezel had done business for only a brief period in Philadelphia under an alias, and the fact that the surroundings of the room in which the body was found indicated that a crime had been committed, although not so considered at the time by the coroner's jury, led President Fouse to make an investigation.

The coroner's physician described the body found as that of a light-complexioned person, aged between 38 and 40; weight 175 to 180 pounds; moustache, dark red, and no beard, etc. This description did not tally with the description of B.

F. Pitezel as given by the examining physician, hence the cashier at the Chicago office was written to, to obtain a full description of B. F. Pitezel. As Pitezel was not then and had not been for some months a resident of Chicago, he was unsuccessful at first in finding any one who could give a description that would be of any value for the purpose of identification of the dead body. He appealed to the agent who wrote the application, Mr. O. W. Fay, who stated that the only person he knew who was capable of giving a minute description was H. H. Holmes, because the two, as he understood, had been associated together in business for some time, and Holmes was referred to as the owner of the big hotel on 63d Street, later known as "the Holmes Castle." The cashier upon inquiry found that Holmes was not living at the Castle, but at Wilmette, and proceeded to call on him. He was met by a lady who called herself Mrs. Holmes, and who said that her husband was a traveling man, was not at home, and she did not know when he would return home. The cashier then disclosed his mission, and called the attention of Mrs. Holmes to a clipping from a Chicago paper, in which an account of the finding of the body was given, but it was written as though the body had been found in Chicago. Mrs. Holmes was quite sure that her husband, as she had often heard him speak of Pitezel, could give a description, asked for the clipping, and offered to forward it to him and request him to write to the cashier. A few days afterwards the cashier received a letter written from Columbus, Ohio, by alias H. H. Holmes, in which he acknowledged receipt of letter from his wife, also clipping, and said that he undoubtedly could identify the body, and that if the company would pay his expenses and compensate him for his time he would come to Chicago and identify the body. The following day he wrote another letter from Cincinnati, stating that he had come across a Philadelphia paper and discovered that the body supposed to be that of B. F. Pitezel was found in Philadelphia and not in Chicago, and that inasmuch as he had business in Philadelphia and was going there, he would call on the officers of the Association and render them any service he could. Both letters from alias H. H. Holmes were sent by the cashier of the Chicago office

to President Fouse, who was therefore prepared to receive a call from Holmes, which he made about September 20th, 1894. Holmes introduced himself, referred to the correspondence he had with the cashier of the Chicago office, and expressed his willingness to give whatever information he could concerning Pitezel. He was thereupon asked to give a full description of B. F. Pitezel, which he did. He was told that Mrs. Pitezel and her attorney were expected in a few days, and that they would probably have the body exhumed, which had been kept for over ten days in the morgue and was subsequently buried in the Potter's Field, and was asked if he could arrange to be present for the purpose of aiding in the identification of the body. His reply was that he could not well afford to lose the time, if there should be any delay, otherwise he would be willing to serve the Association. He was then told that he would be compensated for loss of time, and there probably would be no delay. He left with the statement that he would call back the next day. On the morning of the 21st of September, 1894, Jephtha D. Howe called on President Fouse with an introduction from Superintendent of Police Captain Linden, who, on the strength of a recommendation brought from St. Louis, vouched for him. Attorney Howe, on behalf of Mrs. Pitezel, was asked to make a statement and give a description of Pitezel, which he did. Attorney Howe claimed that Mrs. Pitezel, on account of sickness, was unable to come, but that he had brought with him her daughter Alice, aged fourteen. About noon of the same day, he brought Alice to the office, who also made a statement describing her father. The three statements and descriptions, which had been made independently of one another, were then compared and found to correspond on all essential points. During the afternoon of that day, H. H. Holmes returned to the office of the Fidelity and was introduced to Lawyer Howe, of St. Louis, at the request of the latter, and they met as entire strangers. It was then agreed that the body buried as B. F. Perry should be exhumed Saturday, September 21st, 1894, and the following marks of identification were agreed upon for the purpose of identifying the body:

1. Hair of head straight and black, with no tendency towards curling.
2. Frontal bone of forehead recedes, with posterior coronal development.
3. Ridge or abnormal development of nasal bone, being result of injury to nose.
4. Reddish moustache of stiff, coarse hair, which he sometimes dyed.
5. Upper and lower front teeth even and intact. Worn and stained with nicotine. Has had some of the back teeth extracted.
6. Mole or wart, same color as skin, on the back of neck, within one inch from center of back, and about next to lowest cervical vertebra. The mole or wart is about the size of a pea.
7. Blood bruise of one of the nails of his thumbs, which caused marked discoloration of the nail.
8. Enlargement of the tibia below the knee of both legs.
9. A cut on lower extremity of one of his feet by an axe, occasioned by one of the children accidentally dropping an axe. Exact location of incision is uncertain.

The following marks of identification were found on the body buried as that of B. F. Perry in grave No. 496 in the Potter's Field:

1. Scar on left leg below the knee.
2. Mole on back of neck in center of neck about where collar-button is on shirt.
3. Right thumb-nail bruised and badly discolored.
4. Hair black and straight.
5. Moustache reddish, or sandy color.
6. Cowlick on left side of forehead. (This has been mentioned in conversation, but was not given as an identification mark.)
7. Head shaped as described in stipulation with the company.
8. Nose rather angularly shaped, and bridge in middle of nose broken or badly bruised.

The identification was satisfactory to the deputy coroner, and the following day the inquest was reopened, and on the testimony of H. H. Holmes, Alice Pitezel, and Jephtha D. Howe, a verdict was rendered that the man buried in grave No. 496 in the Potter's Field as B. F. Perry was B. F. Pitezel. The coroner gave a permit to take up the body and to bury it as B. F. Pitezel. This established a *prima facie* claim, and the identification having been satisfactory to the officers of the Fidelity Association, the claim under policy on the life of

B. F. Pitezel was approved and paid to Jephtha D. Howe, attorney-in-fact for Mrs. Carrie A. Pitezel.

About one month after the insurance money was paid, Inspector Gary, of the Fidelity Association, who happened to be in St. Louis, ascertained that the notorious train robber, Marion Hedgepath, confined in the St. Louis jail, had knowledge of a conspiracy, and proceeded to interview him. He became convinced that there was much truth in the statement made by Hedgepath, because of facts referred to by him, of which he could have had no knowledge had he not been, as he claimed he was, a party to the conspiracy. He had been promised for his part the sum of \$500, and the promise had not been kept. It was he, according to his statement or confession, who brought Lawyer Howe and alias H. H. Holmes together. Inspector Gary then proceeded to make an investigation, and found that alias H. H. Holmes had left for parts unknown, that Mrs. Pitezel and the children were not to be found, and also discovered that Holmes and Howe had sustained the relation of client and counsel before they met as entire strangers in Philadelphia. This convinced the officers of the Association of the existence of a conspiracy. It was then determined at any cost, because of the suspicion that the conspiracy involved the crime of murder, to apprehend the conspirators. This proved to be a herculean task. Alias H. H. Holmes, who changed his name with every move he made, was nowhere to be found. The parents of Mrs. Pitezel lived at Galva, Ill., but they could give no information concerning their daughter, who made a brief visit soon after the insurance money was paid. She had left Galva with the promise that she would in a few days communicate with her parents and let them know where she was staying, but they had heard nothing. Innumerable clues were followed up in different sections of the country without result. President Fouse at the outset detailed four men, who worked diligently, and who finally discovered a clue that alias Holmes, under the name of Howell, had been in Canada. The trail was taken up at Prescott, Canada, and at Burlington, Vt., and on November 5th, 1894, Holmes was overtaken and shadowed by one of the Fidelity's inspectors, aided by two Pinkerton



operatives. The evidence was not in shape to warrant an arrest. The chase through the White Mountains, Holmes having discovered that he was under shadow, was exciting and desperate. It was ascertained that his purpose was to leave the country. Arriving in Boston, November 14th, he stopped at the Adams Hotel under the name of H. M. Howell and wife, Denver. As the evidence was still incomplete, and inasmuch as the authorities in Texas were looking for Holmes, President Fouse telegraphed to the sheriff at Fort Worth and arranged to have Holmes arrested on the charge of horse-stealing, so as to detain him and prevent his leaving the country. When Holmes was arrested in Boston, he noticed the presence of Mr. O. La Forrest Perry, representing the Fidelity Association, and at once surmised that the charge of horse-stealing was a mere pretext, and that he was wanted by the insurance company, whose inspectors and detectives had been shadowing him. For the evident purpose of obscuring and hiding the greater crime, he frankly confessed the conspiracy, and stated in substance that he, together with Jephtha D. Howe, B. F. Pitezel, and Marion D. Hedgepath, had agreed to swindle the Fidelity Association by pretending that B. F. Pitezel had met his death by accident, but that in fact he was alive, and that the body found and claimed to be that of B. F. Pitezel was not his body, that it was a "stiff" procured from a physician in New York, and that Mrs. Pitezel had guilty knowledge of the fraud, and that she, together with two of the children, had accompanied him as far as Burlington, Vt., where they were stopping under the name of Adams, and that the other three children were with the father, B. F. Pitezel, whom he claimed to have met in Cincinnati soon after the money was paid. Holmes was subjected to a rigid cross-examination at various times and by different persons. Mrs. Pitezel was decoyed to Boston and likewise arrested, and statements were obtained from her. Through the evidence collected and statements made by the conspirators, sufficient facts were obtained to warrant placing the matter before the Grand Jury of Philadelphia County, which resulted in Herman Webster Mudgett alias H. H. Holmes, Jephtha D. Howe, Mrs. Carrie A. Pitezel and Marion D. Hedgepath, being indicted

for conspiracy to defraud the Fidelity Association. Holmes was first tried, March 27th, 1895, on the charge of conspiracy, and before the conclusion of the trial he withdrew the answer of not guilty and pleaded guilty. During all this time he continued to claim that Pitezel was alive, and that the three children, Howard, Alice and Nellie, were with the father. No one believed this, and the officers of the Fidelity Association therefore continued to prosecute the investigation, with the result that they became convinced that not only B. F. Pitezel had been murdered by Holmes in the city of Philadelphia, but that he had subsequently, for the purpose of destroying evidence, murdered the three children, one of whom, Alice, knew that the body in the Potter's Field was no unknown "stiff," but was that of her father, she having taken part in the identification.

A search was instituted for the children, dead or alive. The remains of the two daughters, Nellie and Alice, after a long and tedious search, were found in July, 1895, in a cottage on St. Vincent Street, Toronto, which Holmes had rented for (as he claimed) his sister Mrs. Adams, in the previous October. The girls had been buried in the cellar. Holmes had borrowed a spade from a neighbor, was seen in the cottage in company with the children, but after a few days the cottage was abandoned, and the owner again took possession. The children had been stripped of their clothing, some of which was found in the chimney, not wholly destroyed, and was identified by Mrs. Pitezel. Portions of the remains of Howard Pitezel, a lad twelve years old, were found in a house in Irvington, a suburb of Indianapolis. An effort had been made to cremate the boy, but the skeleton, for the most part, was intact. The portion of remains, particles of clothing, together with a portion of trunk found, enabled Mrs. Pitezel to identify the remains as those of her son, Howard Pitezel. The house in Irvington was rented by Holmes. The key to it was in his possession, and taken from him after his arrest in Philadelphia. After the discovery of the remains of the children, which materially strengthened the circumstantial evidence, Holmes was indicted for murder. The trial commenced October 28th, 1895, and resulted in his conviction November

2d, 1895. A motion was made for a new trial November 13th, 1895, for the following reasons:

- "1. That the verdict is against the evidence.
- "2. That the verdict is against the law.
- "3. The verdict is against the weight of the evidence.

#### NEW EVIDENCE.

- "4. On account of new matter discovered since the trial.
- "5. For the reason that the district attorney, in his opening speech, made statements which were not proven, and which related to other crimes which could not be part of the evidence, and they were of such a terrible nature that their effect on the jury was, of necessity, so adverse to the defendant that it was impossible for them to decide purely upon the evidence in this case.
- "6. The court erred in not allowing affidavits and an exception to statements in the district attorney's opening speech.
- "7. For the reason that the district attorney, in his closing speech, mentioned the death of the children and the finding of their dead bodies in the morgue.
- "8. The court erred in allowing Mrs. Pitezel to testify or state what her husband had told her.
- "9. The court erred in not allowing Mrs. Pitezel to testify of her own knowledge to the doings and troubles of her husband in Terre Haute, Indiana.
- "10. The court erred in allowing the testimony of Mrs. Pitezel relating to the bottle of nitro-glycerine.

#### RULINGS QUESTIONED.

- "11. The court erred in admitting the following evidence under exception: (a) in ruling that the defendant's wife was a competent witness; (b) in allowing evidence of the whereabouts of the children and finding of their bodies in Toronto; (c) in permitting jurors to enter the box who had acknowledged that they had formed or expressed an opinion regarding the guilt or innocence of the defendant.
- "12. The court erred in charging the jury, by giving undue prominence to the evidence favorable to the commonwealth and not sufficient prominence to the evidence favorable to the prisoner.
- "13. The court erred in charging the jury as follows: 'You will notice by the testimony which was read to you that the doctors who examined him say his death was caused by chloroform poisoning, and that it could not have been self-administered. Now, if it was not self-administered, who was it that administered the poison to him, who poisoned him and took his life?'
- "14. The court erred in charging the jury as follows: 'If you are not fairly satisfied with the evidence of his guilt, he is entitled to the benefit of the doubt.'

"15. The court erred in not affirming points numbers 3 and 6 submitted by the defendant."

Argument for new trial was had November 18th, 1895, during which one of defendant's counsel, W. A. Shoemaker, was charged with subornation of perjury. The fourth reason assigned for a new trial was on account of new matter discovered since the trial. The new matter consisted of an affidavit of a supposed Blanche A. Hannigan, which had been prepared by Mr. Shoemaker, and placed in the hands of a detective to find some one who was willing to swear to it. The detective, while apparently doing the bidding of counsel, made a confidant of Detective Frank Geyer, who conferred with the district attorney, who advised that a woman be furnished, who, for a consideration, would make the affidavit. A police matron, under an assumed name, was sent to the office of Lawyer Shoemaker, and expressed her willingness, for the sum of \$20, to make the affidavit, which she stated to the attorney she had not read, and was not familiar with its contents. He had her swear to it, and paid her the money, which she accepted, marked, and produced in court. Lawyer Shoemaker was thereupon indicted for subornation, and disbarment proceedings followed.

The decision on motion for a new trial of Holmes, which was declined, was rendered by Judge Arnold, and concurred in by Judges Thayer and Wilson. An appeal on the law of the case to the Supreme Court was sued out December 19th, 1895, and on the same day was served on the clerk of the lower court. The writ was returnable on the first Monday of January, 1896; but application for postponement was made by defendant's counsel. A postponement was granted to the first Monday of February for the argument.

Dr. Herman W. Mudgett, the arch-conspirator and multi-murderer, was born in Gilmanton, N. H., in the year 1861. He was one year a student in the University of Vermont at Burlington, and then took a course of medicine at Ann Arbor, Mich. He engaged in the practice of his profession soon after his graduation in June, 1884, in New York State. In his own language, he received plenty of gratitude but little

money, and when starvation was staring him in the face he conceived the idea of swindling insurance companies. Shortly before his trial he wrote a book, remarkable for what it does not say rather than for what it tells, on the title-page of which he refers to "twenty-two tragic deaths and disappearances in which he is said to be implicated." Those who have had charge of the prosecution and have become familiar with his history and dark deeds, seem to think that the number twenty-two does not overstate the "tragic deaths and disappearances." To what extent Holmes has profited by swindling insurance companies is unknown to any one except himself, but he has intimated repeatedly that the Pitezel case is not the first, but simply the first that was discovered.

Mrs. Carrie A. Pitezel, the widow of Benjamin F. Pitezel, was indicted for conspiracy, incarcerated in Moyamensing Prison, in the city of Philadelphia, and after a time released. The officers of the Fidelity Association, and the district attorney, became convinced that she had guilty knowledge of the conspiracy, but not of the crime of murder, that she did not profit by it, and had been unduly influenced by Holmes. She confessed that soon after the insurance policy was received, her husband intimated to her that he might for a time disappear, and if he did, not to be alarmed, that he would be all right. Holmes knew of this statement which Pitezel had made to his wife, and took advantage of it to get her to do his bidding in order to collect the insurance money.

Jephtha D. Howe, the St. Louis attorney-at-law under indictment for conspiracy with Holmes and Hedgepath, has not yet been tried. It is charged that instead of having been an entire stranger to Holmes, as claimed when they met in the office of the Fidelity Mutual Life Association, and were introduced to one another by the president, they had actually known one another for some time before; that they had sustained the relation of client and counsel; that Lawyer Howe knew Holmes by various aliases; that in going to Philadelphia they traveled part of the way together in the same car, but at Washington Lawyer Howe stopped over one train to give Holmes an opportunity to call at the office of the insurance company and get "the lay of the land"; that the evening



preceding the visit of Lawyer Howe to the insurance office he met Holmes at the residence of Mrs. Alcorn on North Eleventh Street to map out a line of action. Notwithstanding such acquaintance and meeting, when he was asked by President Fouse the following day whether he was acquainted with a man from Chicago by the name of Holmes, a friend of Pitezel, he answered he was not, and accepted an introduction.

On the 4th of March, 1896, the case was reviewed by the Supreme Court of Pennsylvania, and a decision was promptly handed down affirming the judgment of the lower court. The text of the decision as read by Justice Williams is as follows:

This is a voluminous record. An examination of it shows that the trial of the defendant furnished some unlooked-for situations and dramatic incidents, but no one of them seems to have been the result of anything irregular or sensational in the manner or rulings of the learned trial Judge. On the other hand, it is apparent that they were due to the extraordinary character of the circumstances with which the defendant had surrounded himself, and to his interference with the usual methods of trial. Indeed the assignments of error, although thirteen in number, have been intended to raise no questions except such as may be characterized as general questions of law, and they have been presented in this court and discussed in the oral argument in a thoroughly lawyer-like manner, and with decided ability. We proceed to consider them in their order.

The first, second, third and fourth assignments relate to the admissibility of the testimony of Georgianna Yoke, who was called as a witness by the Commonwealth and whom the defendant alleged to be his lawful wife. At the time this witness was called there was evidence before the court showing that the defendant had an establishment of some sort at Willamett, in the State of Illinois, which was known, at least to some of his acquaintances, as his home, where as H. H. Holmes, he lived with a woman who was understood to be his wife.

The evidence further showed that a letter which had been left at this establishment with this woman in his absence, by the witness Cass, had been promptly replied to by H. H. Holmes, and that in the answer he referred to this woman as his wife, saying "I am in receipt of a letter from my wife, stating that you called on her in regard to Mr. Pitezel. She also enclosed me clipping from paper, which I presume you gave her." All this evidence, tending to show that the prisoner was a married man, and that his wife lived in Illinois, and was known as Mrs. Holmes, was before the court when Georgianna Yoke was called. There was nothing in the name of the witness, and there was nothing in her testimony when she was first on the stand, to suggest that she was the wife of the prisoner, or to throw

any doubt upon his being, as he appeared to be at that stage of the evidence, the husband of the woman of whom he had written as his wife.

An objection to her competency, taken when she was first called and examined, would have had nothing on which to rest. At a late stage of the trial she was recalled by the defendant and examined upon this subject. She then stated that she had been married to the prisoner by a clergyman in the city of Denver in January, 1894. That his name was then Howard, and that she was married to him by that name. She stated further that during much of the time, between January and the following November, she had lived with him as his wife, supposing that she occupied that position towards him, but that she learned before his arrest that he had been married some time previously to a woman living in Gilmanton, N. H., whom she understood to be still living. She had heard still earlier of the woman at Willamett, but did not understand that Howard had been lawfully married to her. She had talked with him about the woman at Gilmanton while they were at Boston not long before his arrest. His sister had told her that the prisoner had accounted for having married her while his wife was living at Gilmanton by telling his father's family that he had been seriously injured in a railroad wreck; that she (Miss Yoke) had nursed him and had been instrumental in saving his mind, but had married him before he knew where he was or what he was doing. This story she told the prisoner. He did not deny or explain the story, but said in his own defense that when he married her he had been told that the woman at Gilmanton was dead.

The witness was apparently satisfied that her marriage was not valid, and she had resumed the use of her maiden name. As she was competent, *prima facie*, when called and examined, the burden of showing her incompetency was on the prisoner, who alleged it. The testimony of Miss Yoke, to which we have just referred, was given for that purpose, and it was all the evidence upon that subject. The fair effect of it was to show that no legal marriage had taken place; that Miss Yoke had been cruelly deceived, and that the legal wife of the prisoner lived at Gilmanton, N. H. Let us grant that if the defendant had been on trial for bigamy the testimony of Miss Yoke might not have been sufficiently definite as to the fact of the first marriage to justify a conviction of the defendant, yet we must remember that so far as the competency of the witness was concerned, the burden of proof was not on the Commonwealth.

She was apparently competent. The burden of establishing her incompetency by proof of a lawful marriage between himself and her was on him who alleged it. The learned Judge would have been justified in doing what the prisoner's counsel complain that he did not do, viz., treat this question of competency as a question of law, and overrule the objection to her testimony at once. What he did was more favorable to the prisoner than he had a right to ask. He

submitted the question of the legality of the marriage to the jury, instructing them that if they found it to be valid they should reject the testimony of the witness altogether. We do not see how the prisoner can expect successfully to complain of a ruling that gave him one more chance for a favorable decision upon the question of the competency of the witness than he had a right to ask.

The fifth and sixth assignments are in effect but a different mode of raising the question we have just considered. They complain of the submission of the testimony of Miss Yoke to the jury. She had been examined very fully as to the movements of the prisoner on that Sunday on which he had stated to Mr. Linden, Superintendent of Police, that he saw and arranged the dead body of Pitzerel in the Callowhill Street house. This evidence the learned Judge referred to and submitted to the jury. It is not suggested that her evidence is not fairly repeated, nor that any statement is attributed by the Court to her that she did not make. The burden of the assignment of error must therefore be that the testimony was treated by the learned Judge as competent and as properly before the jury. This was not an error for the reason given when treating of the question of the competency of the witness, and we do not see that it was inconsistent with the action of the learned Judge in submitting that question to the jury, since it was necessary, at least provisionally, to call their attention to the effect of the testimony and the questions to which it related. These assignments are, therefore, overruled.

The thirteenth assignment should be considered in this connection, as it is directed against the action of the Court in submitting to the jury the question of the existence of a legal marriage between the prisoner and Miss Yoke at the time she was called as a witness, and the direction to them to consider or to exclude from their consideration her testimony as they might find upon that question. We have already said that, while the submission of the question might not have been necessary, we cannot see that it did the prisoner any harm. The verdict undoubtedly shows that the jury decided this question against the prisoner. But so, we think, the learned Judge should have done if he had undertaken to pronounce upon the effect of Miss Yoke's testimony in regard to the legality of her marriage to the prisoner. The prisoner cannot complain that she should be taken at his word upon this question, and the story told by him to his father's family, which Miss Yoke afterwards called to his attention, and his excuse made to her for marrying her while he had a wife living at Gilmanston, were enough to discredit the alleged marriage. We do not see how the jury or the Court could have done otherwise than to say that the prisoner had not successfully shown the witness to be incompetent, and whether the Court had disposed of the question in the first instance by an instruction, or allowed the jury to dispose of it without any controlling direction upon the subject, the prisoner had no ground for complaint.

The twelfth assignment is to the refusal of the learned Judge to allow an exception to the opening address of the district attorney. As we understand the situation the objection to the opening address was not made at the time of its delivery, but several days later, near the close of the trial. The district attorney had in his opening stated the case of the Commonwealth. He had detailed in their order the incidents connecting the prisoner with Pitezel, with the procurement of the policy of insurance on his life, with his subsequent death, the identification of the body, the absorption of the insurance money by the prisoner, and his subsequent movements. He called attention to the part taken by Alice in the identification of her father's body and to the fact that she was kept thereafter from a meeting with her mother, whom the prisoner had led to believe that her husband was still alive.

He then spoke of the remarkable journeys upon which Alice and her brother and sister were moved in one group, Mrs. Pitezel and her other children in another, and Georgianna Yoke by herself or in company with the prisoner in a third. He told how they went from place to place near to each other, were housed at the same time in the same city, but always without meeting, until one by one the three members of the group disappeared. He then spoke of the finding of their remains and of the powerful array of circumstances connecting the prisoner with their death and the disposition of their bodies. The theory of the Commonwealth was that the motive of the killing of Pitezel was to secure the insurance money, and the killing of Alice and the two children who were with him grew out of his desire to prevent Mrs. Pitezel from knowing of the death of her husband and of her subsequent right to the insurance money. The several homicides were thus alleged to be connected, to have common motive, and to form parts of one general plan.

In opening the case it was natural for the district attorney to state, indeed it was his duty towards the prisoner to state fully what he intended to offer for the consideration of the jury bearing upon his guilt. This he did, and so far as we are advised, without objection from the court or the prisoner. The trial proceeded upon the lines indicated upon the opening, until the subject of the disappearance and murder of the children was reached. An objection was then interposed by the prisoner's counsel on the ground that the evidence offered was intended to show the commission of an independent crime not charged in the indictment. After some consideration the objection was sustained by the learned Judge and the evidence excluded. Then, as we understand the course of the trial, and not until then, the application was made for leave to except to so much of the opening address of the district attorney as related to the excluded evidence. The learned Judge well said in answer to this request that there was no method by which an exception could be sealed by the court to the statements in the address of an attorney days after they had been made;

and that if any statement made by the district attorney had been deemed objectionable, the attention of the court should have been called to it at the time when it was made and when its correction was possible. To this we are disposed to add another consideration, viz., That such a practice would require the trial judge to anticipate the course of the trial and decide upon the admissibility of evidence in advance of its being offered.

We have no doubt of the power, nor in a proper case of the duty, of the court to supervise the addresses of counsel so far as may be necessary to protect prisoners or parties litigant from injurious misrepresentations and unfair attack, and the jury from being misled. When this power should be exercised must be left to the sound discretion of the Judge, and he should not hesitate to act when the fair administration of justice requires him to do so.

But there was nothing in the address of the district attorney in the opening of the case of the Commonwealth that either the defendant's counsel or the Court seemed at the time to think required the exercise of this discretionary power. The subsequent action of the Court in rejecting a part of the case of the Commonwealth did not have a retrospective effect upon the opening address. It is probable that the learned Judge entertained some doubt about the admissibility of this evidence, and gave, as he should always do, the benefit of his doubt to the prisoner. But if he had admitted it we are not prepared to say that it would have been in error. Assuming the correctness of the theory of the Commonwealth, the evidence was admissible under the authority of a line of cases, among which are *Turner vs. Commonwealth*, 86 Pa., 54; *Kramer vs. Commonwealth*, 87 Pa., 299; *Commonwealth vs. Gorrison*, 99 Pa., 398; and *Commonwealth vs. Bell*, 166 Pa., 405. But the decision of this question is not necessarily involved. It is enough for the purposes of this case to dispose of the question raised by the assignment, and hold that there was no error in refusing the request for an exception to the address of the district attorney made several days after the address had been completed.

The next question, following the natural order of assignment, is that raised by the eighth. It relates to the admission of the story told by Mrs. Pitezel about the manner in which she saw and recognized the remains of three of her children within a few weeks after the death of her husband. This was part of the general story of her search after her husband, whom she supposed to be still alive, and the three children who were kept just a little way ahead of her until, one by one, they had disappeared. The search was made under the control and direction of the prisoner. She followed on where he promised her husband would come, and her children would meet her.

During all this time he knew her husband was sleeping in the potter's field. He knew that first the boy and then Alice and her sister had gone out of sight while under his general care, and their bodies had been mutilated or concealed. She saw the children or



their remains, at last. When and how she saw them she was allowed to state, and to that extent, at least, it was competent for her to speak of her children regardless of the question raised by the assignment of error last considered. The whole story of Mrs. Pitezel has a unity of character; and its incidents are so affected by the prisoner's acts and declarations in regard to her husband and his whereabouts, that we do not see any reason for rejecting as irrelevant any portion of it. We think also that it had a direct bearing upon the question of motive. At least it was for the jury to say from it whether the persistent concealment of Pitezel's death from his wife and his representations to her that the insurance money had been obtained by fraud, were not induced by his desire to escape litigation over the money and to avoid the suspicion of murder being started against him in her mind.

The ninth assignment is directed towards a statement made by the learned Judge in his charge to the jury. Speaking of the death of Pitezel, he said: "You will notice by the testimony which was read to you that the doctors who examined him say his death was caused by chloroform poisoning, and that it could not have been self-administered." Thus, it is alleged, was wholly unwarranted by the evidence. As to the first part of this statement, there could be no complaint, for the fact that the deceased came to his death by chloroform poisoning was practically conceded by the prisoner. The contest was over the question whether the poison from which he died was self-administered, and his death due to suicide, or was feloniously administered by the prisoner, and his death due to murder.

In the interview which was testified to by R. J. Linden, Superintendent of Police, the prisoner gave his own account of Pitezel's death. He found him, as he alleged, on the floor of the third-story room in the Callowhill Street house, dead. He said he was led to the third floor by a note left for him on the table in the front room on the first floor, directing him to search for a letter in a bottle in a closet opening off the same room. In the bottle, he says, he found a long letter telling of the purpose of the writer to commit suicide, and that his body would be found on the third floor. Going to that floor, he alleged, he found Pitezel dead. A large bottle with the chloroform stood near by, and leading from it to the dead man's mouth was a tube with a quill inserted in it so as to reduce the aperture for the flow of fluid. He says he felt that the appearance of suicide should be removed or a defense might be made to the policy on that ground. To do this he dragged the body down to the second floor, broke the bottle, scattered some inflammable liquid over the face and beard of the dead man and set it on fire to give to the body and the apartment the appearance of an explosion and the happening of death by accident. The theory of the defense included, therefore, the idea that Pitezel's death was due to chloroform poisoning, and the objection must relate, therefore, only to the statement that the doctors had

testified that the poison could not have been self-administered. The *post-mortem* examination had disclosed the presence of an ounce and a half of chloroform in the stomach at that time. How did it get there? As the story of the prisoner indicated, by a slow process of self-administration by means of the tube, or in some other manner?

Upon this subject medical experts were called. They explained the effects of the drug upon the nerves and the brain and upon the lining of a living stomach. They gave two reasons why the chloroform could not have been self-administered in the manner alleged by the prisoner. In the first, the intoxicating quality of the drug would cause such semi-conscious or purely involuntary motions of the muscles and changes in the head and body as would break the connection between the bottle and the mouth by means of the alleged tube. In the next place, the chloroform had not affected the lining of the stomach; in other words, it had been introduced into the stomach after death. This testimony fully justified the statement of the learned Judge now complained of, and the assignment of error is overruled.

The eleventh assignment alleges error in the answer to a point submitted on behalf of the prisoner. The instruction asked by the point was somewhat involved. It was in substance a request for an instruction that if the jury should believe the deceased died from chloroform poisoning, and that it was possible for him to have administered it to himself, and that this theory was as consistent with the facts in the case as that it was administered with criminal intent by the prisoner, then the verdict should be not guilty. This was another way of saying that if the theory of suicide was as consistent with the facts as the theory of murder, then the prisoner should be acquitted, and it might have been affirmed without more. The answer, though not categorical, was in effect an affirmance. It was, "If you believe he, the deceased, did it himself, why of course the prisoner is not guilty." Then to this is added the general instruction that the burden of proving the guilt of the prisoner beyond a reasonable doubt remains upon the Commonwealth from the beginning to the end of the trial. If, therefore, the jury adopted the theory of suicide, or if, being unable to adopt it, they were yet unable to accept beyond a reasonable doubt the theory of murder, in either event they were told the verdict should be not guilty. This fully guarded the rights of the prisoner, even if it be conceded that categorical affirmance of the point would have been in better form.

This brings us naturally to the tenth assignment of error, which denies the clearness and adequacy of the exposition by the learned Judge of the doctrine of the reasonable doubt. The passage from the charge embodied in the assignment of error is the least important part of the instruction given to the jury upon this subject, and does not fairly represent the learned Judge. He said in immediate connection with the passage complained of, "In all criminal cases, gentlemen, it is essential that the defendant shall be convicted by evidence

which persuades the jury of the guilt of the prisoner beyond a reasonable doubt. By a reasonable doubt I do not mean an obstinacy or a resolution not to consider the testimony of the witnesses carefully. But it is that condition of the mind in which hesitancy arises after having given the evidence a fair consideration and you find yourselves unable to come to a conclusion as to the guilt of the prisoner." Thus was a full and adequate presentation of the subject. Take the passage embodied in the assignment in connection with that we have just given, and they stand in immediate connection in the charge, and it is apparent that the prisoner has no just ground of complaint because the doctrine of the reasonable doubt was not fully stated and brought into sufficient prominence.

The remaining assignment is to the whole charge, which, it is insisted, was wanting in clearness, was not impartial, but was calculated to prejudice the minds of the jurors against the prisoner by giving undue prominence to such circumstances and considerations as were hurtful to him. It must be borne in mind that the defendant called no witnesses. The evidence before the Court and jury was only that of the Commonwealth, which had been gathered together for the purpose of clearing up the mystery surrounding the death of Pitezel and fixing the responsibility for it upon the prisoner. His real reliance was upon the reasonable doubt. The web of circumstantial evidence that had been woven about him consisted of many threads, but the web taken as a whole was strong. It was impossible for the learned trial Judge to present the case to the jury in an intelligent manner without the strength of the circumstantial evidence being felt. This was not due to the rhetoric of the learned Judge, for he indulged in none. It was due to the convincing character of the facts and circumstances themselves, and to the completeness with which an adroitly arranged and badly executed scheme had been unraveled by the Commonwealth and its details laid before the Court and jury.

We have examined this charge as a whole carefully and with a view to the question raised by this assignment, and we cannot agree that it is inadequate, or that it is wanting in fairness of spirit. The evidence was reviewed, for the benefit of the jury, with reference to its bearing upon the great questions submitted to them for final determination.

These were stated in their proper order. First, was the body that was found in the Callowhill Street house the body of B. F. Pitezel? This seemed to be quite clear of any difficulty. Second, if the body was that of Pitezel, did his death result from chloroform poisoning? This was asserted as a fact by the medical witnesses and was assumed by the prisoner in his statement to Superintendent Linden. Third, if Pitezel died from chloroform poisoning, was the poison self-administered with suicidal intent or was it feloniously administered by the prisoner? This was the only real point of controversy. Finally, was

there upon the whole case a reasonable doubt of the prisoner's guilt of the murder charged in the indictment? This review was not elaborate, but it was adequate. It presented the questions of fact clearly, and laid down the legal rules by which the jury should be guided in investigating and determining them. We are satisfied that this assignment is without merit and that it should be overruled.

The defendant had a fair trial and that is all he had a right to demand. At one stage of the trial he was placed, perhaps, at a disadvantage for a short time by his own conduct in dismissing his counsel and assuming the responsibility of conducting his own defense; but the Court was in no sense responsible for this. The prisoner and his counsel were, and the learned Judge did all that could reasonably be done to protect him from himself, as well as to secure to him a fair trial upon evidence restricted to circumstances, of the admissibility of which there was no reasonable doubt. In no respect has any just ground of complaint been made to appear, and the judgment must be affirmed.

It may be well before concluding this case to say that the object of a trial before a jury is to ascertain with as much certainty as can be attained in a human tribunal the guilt or innocence of one charged with crime. When, as the result of such a trial, a verdict has been rendered against the prisoner, it ought not to be set aside by the trial Judge or by proceedings in a court of error, unless in some essential particular the trial has been erroneous. No merely technical or formal objection not affecting the result should be listened to. It is neither for the credit of the courts, nor for the interests of society, nor does it tend towards the repression of mob violence, or the preservation of good order, that the course of justice should be blocked or turned aside by technical objections which, however valuable they may have once been, are now, and long have been, empty shells; or by verbal distinctions that in this age mark no real differences. The prisoner has been found guilty of murder in the first degree, by a jury, after a protracted and fair trial. No substantial error in that trial has been pointed out. The evidence fully sustains the verdict and we are not disposed to disturb it. All the assignments of error are overruled and the judgment appealed from is affirmed.

#### A DRAMATIC CALIFORNIA INCIDENT.

The general agent of a life-insurance company walked into the office of the *Coast Review*, in San Francisco, one day, and, accepting the proffered easy-chair of the editor, resigned himself to the consolation of a fragrant weed. Always genial, he was in a most agreeably talkative mood, and was gradually led into some of the interesting reminiscences of a busy life. A surprising experience of years before was fresh in his mind,

recalled while ransacking old papers. The story dated back to 1867, and he related it as follows:

One day a fine-looking, full-bearded man entered my office and quietly asked for a policy of \$5,000 on his life. Any doubt as to the sanity of a man who without solicitation would apply for life insurance, was speedily dispelled by two or three questions. While not familiar with the "plans" of life insurance, nor with rates, he had a clear idea of what he wanted, and said it was enough for him to know that my company was a legitimate enterprise, with millions to back up its contracts of insurance. I speedily filled his application for a twenty-year endowment policy in the sum of \$5,000, payable, in the event of death, to his affianced bride or wife, as the case might be. The first year's premium was paid and the applicant was handed an interim binding receipt, awaiting the acceptance or rejection of the application by the company. Placing the receipt in his pocket, the gentleman, in a word or two casually dropped, displayed a confidential mood which I thought well to encourage. He was an ex-captain of the Union army, and was then in receipt of a fair income from some source which I have forgotten. He had become enamored of "a handsome and amiable young lady"—a man's sweetheart is always so, is she not?—met at the hotel where they both were boarding, if my memory serves me. He designed this policy as a wedding gift for his bride, though the wedding was not to take place for two or three months at least.

I bowed my visitor out, with little thought of the sequel of our pleasant interview. I never again saw him alive.

The application was duly accepted and the policy was forwarded to me. It was placed in the office safe, awaiting the reappearance of the ex-captain, who never came. Two months later the morning papers contained the shocking intelligence that Captain —— had been killed by a fall from an upper window of a building standing where the Grand Hotel now is. The dead man was my strange visitor. He had walked out of the window while asleep, it was said, and did not recover consciousness during the few minutes of life remaining to him. The death of a man so recently insured by me was



startling. The \$5,000 loss to my company on a policy on which only one premium had been paid was unfortunate, but I was saddened also by a real sympathy with the manly captain and his bereaved bride.

As a matter of formal duty, and wholly without suspicion of the discovery in reserve, I immediately visited the scene of the accident. The body of the captain lay on a lounge in an upstairs room. I recognized his face at a glance as the cloth was turned down to permit the requested view of the features of the corpse. A few questions elicited the information that the captain lodged in the building, and that his affianced also lived there. The story of his fatal accident was repeated, with interesting details which had not appeared in the daily prints. The captain was a somnambulist or sleep-walker, his friends had said. The room where he had slept on the fatal night was shown to me. It was small, with one small window. Examining the window, out of which it was alleged the captain had walked in his sleep, I was struck with the difficulty of walking out of so small a window with so high a sill. The affair began to have a suspicious aspect. It was clear that the captain had not walked out of the window in his sleep. The room bore none of the disorderly traces of a drunken man, and I dismissed as improbable the thought that the captain had clambered out of the window and fallen while intoxicated. The conclusion was that the unfortunate man had either committed suicide while temporarily insane, or had been murdered for the insurance money, I feared, with a queer feeling at my heart.

My resolution was taken instantly. The coroner's jury had returned a verdict of "accidental dislocation of the neck from a fall while asleep"; but I determined to employ a physician and two detectives. Informing the attendants of my early return, I immediately repaired to a detective agency and to the office of a disinterested physician. Thirty minutes later we three met at the lodging house or boarding house or whatever it was. The doctor made a thorough examination of the corpse, but found no evidence of violence. It was perfectly clear, he said, that the man had fallen and that his neck was "broken." The detectives examined the personal effects and

the sleeping room of the deceased, and took the exact dimensions and elevation of the window from the ground and the floor. They reported some suspicions entertained by the neighbors, but gave me no evidence that materially strengthened my suspicions. In the mean time I sought and obtained an interview with the bride. A little conversation, added to the whisperings brought to me by the detectives, assured me that the "beautiful and amiable" bride and beneficiary was a loose character. Announcing myself as the general agent of the ——— Life Insurance Company, and upon the strength of that position, I asked some very pointed and personal questions. If the frail lady blushed at any of them, her blushes were invisible beneath the rouge. I came away satisfied in my own mind that the "bride" had conspired with others to drug the captain and throw him out of the window upon the pavement below, in the belief that the fall would kill him. But how could I prove it in the face of the evidence and the coroner's verdict?

Two years after the death of the captain there strutted into my office a well-known sporting character, now living in Oakland, I think. He is known as Major ———; let us call him Major Tea. Approaching the counter, he threw down before me the identical binding receipt I had given Captain ——— for his premium on a \$5,000 endowment policy. "Why has that insurance never been paid to the beneficiary?" he brusquely demanded. I picked up the receipt and invited the sporting "major" into the private office. Closing the door softly, and motioning him to a seat, I drew my own chair close to his, facing him. After a few moments' silence, I thus addressed him, as impressively as possible:

"You ask me why the policy on the life of the late Captain ——— has never been paid. It was never paid because the beneficiary, Miss ———, the betrothed bride, murdered the captain!"

"Murdered!" exclaimed the major. "What evidence have you?"

"This evidence," said I. "The captain and his 'bride,' and two men and women besides, had a hilarious time the night before the fatal 'accident.' He was too large a man

to walk out that little sleeping-chamber window had the sill been a low one. He was carried to his room, drunk or drugged, and thrown from the window! The distance he fell was not sufficient to kill him. I can prove that he was assisted to his feet and was conscious. The conspirators did not know that a passer-by assisted him into the house. They probably administered a drug, or persuaded him to drink himself into unconsciousness. Then the cold-blooded murderers deliberately *twisted* the unconscious captain's head until they dislocated his neck! Then he died, and not until then."

I told the major this with all the impressiveness and dramatic force that I could summon. I told it with good effect, too, for he turned ghastly pale, and exclaimed in trembling tones:

"My God! I knew nothing of these facts. I am innocent of any connection with the affair, and only present the claim at the request of the woman."

"We will not discuss the matter any further," said I meaningly. "Here is that receipt. Take it back to the woman, and tell her that if it is not returned to-morrow by 10 o'clock, together with a receipt in full for all claims against the —— Life Insurance Company, I shall have you *both* in prison cells by to-morrow afternoon at 3 o'clock!"

On the following morning, just before 10 o'clock, I walked the major with the binding receipt I had given the captain, and with a receipt in full of all claims against the company by the "bride." The major turned on his heel and walked out of the office without a word. I see him occasionally on the street, but he does not so much as recognize me with a look, and has never spoken or written to me a word on the subject of the murder since the memorable afternoon when he left my office in such haste and fear.

A part of my dramatic declaration of evidence of the murder I knew was true, and the remainder I believe was true; but if the major and the woman had understood the extent of the testimony at my command, they would not have been so tractable. I stumbled upon the truth, however, as the result of my investigations and reflections; and the conspirators were glad enough to call it "quits," and get off with life and liberty.

## EAST INDIAN TREACHERY.

India, it appears, has not escaped the contagion from which the Western nations have suffered in the line of fraudulent invasion of the treasuries of insurance companies, as a brief narrative of a recent example will show. A man named Anacleto Duarte, described as a landlord, and residing in Bombay, applied to the Sun Life Assurance Company of Canada, head office in Montreal, for insurance, and a policy for Rs. 10,000 was issued in March, 1895. By its terms it was payable to his legal representatives, but was shortly after assigned to a chum with whom he was on terms of intimate friendship, François Xavier Fonseca, absolutely. On May 17th, the assured died rather suddenly of "fever and bronchitis," according to the attending physician's statement, and about the end of May a demand for payment was made on the local manager in Bombay, Mr. Ellis. On looking into the matter Mr. Ellis found the case required investigation before he could recommend the company to pay. Fonseca, the assignee, he learned, was only a bailiff in the Small Causes Court, in Bombay, at the slender salary of Rs. 20 per month only. This increased suspicion, and after gathering considerable collateral information Mr. Ellis put the case into the hands of the police.

At the house of the deceased it was learned that about two or three hours before death he had been out drinking freely with the assignee. At 8 o'clock in the morning Duarte returned home to breakfast, and stated that Fonseca had given him a "glass of rum and a pill." Shortly after sitting down to breakfast, he was taken with violent spasms and died within a few minutes. A doctor, who was in the habit of attending the assured in the past, was called on to write a certificate to the effect that the deceased had died of fever, but refused to do this, as he had not seen Duarte for about six months. He added, however, that he was not astonished that Duarte had died suddenly, for he knew he had heart disease, and was addicted to excessive drinking.

About three weeks after burial the body was exhumed, and the stomach was examined by the Gout analyst, who found in it one grain of strychnia. Fonseca was then arrested for

murder, and the jury, after a sitting of 28 days, brought in a verdict of guilty by *one* majority, and he was then sentenced to death.

The doctor who made the examination kept back from the managers of the Sun Life Assurance Company information of vital importance, and the doctor who filled up the statement in the claim papers never attended the assured in his last illness and never even saw him.

#### A FRENCH WIFE DESTROYER.

An investigation at Versailles of charges against a farmer named Lecomte, for repeatedly attempting the life of his wife for assurance money, developed a history of crime with a strange ending. Lecomte, who lived at Orgeval, was a man about 36 years old, and of sinister aspect. Over his peasant blouse he wore an overcoat, according to the usual custom of farmers, and a colored handkerchief. Madame Lecomte was a few years younger than her exemplary lord and master, whose murderous intents she successfully thwarted, so that she was able to appear against him. The details of the case threw some interesting lights on French peasant life. Lecomte had a farm which brought him in about 31,000 £., or £1,240 a year. His first wife had a good dowry, but after her death Lecomte neglected his affairs, and in a few years was in serious difficulties. Lecomte was introduced to Mlle. Chauvin, from Paris, who was one of those *demoiselles avec tache* mentioned periodically in marriage advertisements in the papers. Mlle. Chauvin had a *dot* of nearly £500, which, although small, would enable Lecomte to tide over temporary difficulties. The marriage took place in due course, and shortly afterwards Lecomte insured the life of his wife in two companies for sums amounting altogether to about £1,500. Then he set to work to emulate the Borgias. He began by dropping small doses of arsenic into his wife's tea, but that lady, without having precisely a cast-iron interior, was evidently of robust constitution, for the poison took no effect upon her. Madame Lecomte in the meantime had her suspicions, yet strange to say she communicated them to nobody, but watched and waited. Her husband next dosed her soup,



but bungled over the operation, inasmuch as he persisted in serving it at dinner, which was altogether contrary to his usual custom. Accordingly Madame Lecomte asked her charming partner to partake of some of the delicacy himself, but he refused plumply, saying that he had already taken his portion. The woman hereupon boldly accused her husband of sinister intentions, but as he protested against her want of confidence, she still remained silent and kept her secret to herself. Lecomte now tried another plan of demolishing his better half. When they were driving home in the dark one night from Poissy the fellow endeavored to frighten his wife by telling her that the road was infested by footpads, and that he had once been attacked himself. Suddenly the lantern of the vehicle was put out, and Madame Lecomte, suspecting something, felt in her husband's big coat pocket in which he usually kept his revolver, and found to her horror that the weapon had been removed therefrom. "Give me your hand," she said; "I'm afraid!" and for ten minutes she grasped her husband's left hand, his right being devoted to directing the horse. Without warning, however, he threw down the reins and fired twice at his companion. She fell back in the carriage, and, being but slightly wounded, pretended to be dead, feeling that if she stirred she would be killed outright, as there were still three bullets in the revolver. Lecomte whipped up his horse, and drove up to the mayor's office, at Orgeval, where he recounted that his wife had been shot dead by footpads. He was disagreeably surprised to find her still alive; so she was taken home, and a squad of gendarmes was sent out to scour the countryside for the fictitious robbers. While his wife was ill, Lecomte renewed his experiments with the arsenic a third time, and was seen by a servant—not, however, before Madame Lecomte had taken the dose. The poor woman, what with her wounds and the poison, was at death's door, but, wonderful to relate, again recovered. Lecomte was arrested, but denied his guilt in the feeblest manner. He accused the servants of the attempts to poison Madame Lecomte, and in court could offer no other defense. His victim was questioned as to her extraordinary patience and reticence respecting the repeated efforts made by the prisoner at the bar to get rid of her, and

this most amazing of stepmothers answered that she adored Lecomte's little boy—the child of the rascal's first marriage—and could not bring herself to accuse the father.

#### AN AUSTRIAN TRIPLE WIFE MURDER.

A case of homicide with intent to defraud life-insurance companies is reported from Austria, which reveals an unusual degree of enormity in crime of this character. A shoemaker of Graz, named Zotter, who was born at Folling in 1839, married his first wife, a widow, in 1871. At this period he established a matrimonial and real-estate agency. He effected an insurance on the life of his wife in the Janus, of Vienna, to the amount of 1,000 florins. She died in 1875, and the company paid the claim on proof of loss, the cause of death alleged in the certificate being typhoid fever. Soon afterward Zotter married another widow, the proprietor of a coffee-house, whom he also had insured in the Janus for 1,000 florins. The twain removed to the village of Gratwein, where they opened a beer saloon. Ten days after marriage the second wife died, and the cause assigned was some affection of the lungs. There being no suspicion of foul play, the Janus promptly paid the amount of the policy. This was squandered in riotous living in a short time, and on the 6th of February, 1878, he again married a widow, Mary Schauer, the possessor of 750 florins. Soon after this third marriage he effected upon his new wife an insurance for 1,000 florins in the same company, the Janus. On the first of April, 1878, the only daughter of his wife died. The girl had 524 florins of her own, which her mother, as the natural heir, took possession of. About this time it was anonymously whispered to the officers of the Janus that Zotter had murdered his first two wives, and also his step-daughter, in order to obtain the amounts of the policies on the former, and with a view to securing by additional crime the inheritance left by the latter. On investigation, however, there was not evidence sufficiently strong to justify prosecution, and further effort was suspended. Meanwhile, Zotter allowed the policy in the Janus to lapse for want of payment, and took out a policy in another company, the Vaterlandischen, of Elberfeld, for 1,500 florins. Immediately afterward the wife died, and the

evidence this time was so strong against the monster who had become emboldened by success that escape from retributive justice was impossible, and prompt conviction was followed by sentence to be immediately hanged.

#### A SENSATIONAL POISONING CASE IN PRUSSIA.

A trial in the Assize Court at Prenzlau, in November, 1895, which excited widespread interest in Germany, ended in the conviction and sentence of the parties implicated. These were a tradesman named Hermann Springstein, and his sister, Auguste, widow of a locksmith named Bock. They were accused of poisoning, between 1886 and 1895, no fewer than seven persons, including their father and mother, the male prisoner's wife, the husband of the female prisoner Bock, her son Alfred Bock, and an unmarried woman named Fiebelkorn. But the indictment upon which they were arraigned was limited to a single one of these crimes—the murder of the male prisoner's wife, on March 7, 1895, with premeditation—the other charges being investigated collaterally. A motive for the alleged crimes was suggested by the fact that the lives of the deceased persons had been insured for considerable sums.

Hermann Springstein, though latterly keeping a grocery store, was a blacksmith by trade, and had also dabbled in veterinary surgery, in connection with which he acquired some knowledge of poisons. He lived at Königsberg until 1893, when he removed to Anklam, and thence to Pasewalk, his sister Auguste keeping house for him. At Pasewalk, in July, 1893, he married, and in May of the following year he came to Prenzlau. His wife died suddenly on March 7th last, after an attack of cramp, to which Springstein said she was subject. Dr. Beutlich, the family doctor, next day gave a certificate to the effect that Mrs. Springstein had died from spasmodic constriction of the larynx. The body was exhumed a fortnight later by order of the Public Prosecutor. An examination of the intestines made by Dr. Bischoff, the police chemical expert in Berlin, established the presence of 0.034 grammes of strychnine in the stomach and intestines, while perceptible traces of the same poison were found in other viscera. The life of the deceased had been insured by her husband for 3,000

marks. The attention of the authorities was then turned to six other cases of death under suspicious circumstances which had occurred in the prisoner's household between 1886 and 1892, while Springstein was living at Königsberg. The brother-in-law's life was insured for 12,000 marks. The bodies of these persons were also exhumed, but though traces of arsenic were found in the intestines of Springstein's parents, the poison was not present in sufficient quantities to justify the conclusion that it was the cause of death. The bodies were, however, in an advanced state of decomposition. Springstein was alleged to have been in the habit of making his wife drunk, and the woman frequently complained that after drinking liquor given to her by her husband, and also after eating food prepared by the female prisoner, she suffered from cramps in the throat, such as might be occasioned by strychnine poisoning. Quantities of strychnine, sulphuric acid, and other poisons were found in Springstein's house.

Twenty-five witnesses, including three experts, were cited for the prosecution.

Springstein was a powerfully-built, unkempt man of rough exterior, and his sister a common-looking woman, speaking with a strong Berlin lower-class accent. Both maintained a callous demeanor during the proceedings, the woman on several occasions impudently interrupting the presiding judge in the course of his questioning.

The prisoners having pleaded not guilty, the President proceeded to interrogate them as to the death of their father. Springstein, in reply, described life in the paternal household as being wretched in the extreme. He and his father frequently came to blows, and had quarrels of the most violent character. His father drank heavily, and prisoner alleged that his sudden death was the result of drink.

Interrogated as to his veterinary practice, Springstein said it was true that he had insured the lives of cattle for large sums, but he repudiated the suggestion that he had poisoned them in order to obtain the insurance money. He admitted that he had recommended to his brother a certain vegetable poison which he described as sure and effectual, leaving no traces behind. Springstein denied that he had poisoned the young woman named Fiebelkorn.

The Public Prosecutor, Herr Unger, here pointed out that shortly after Springstein senior's death the woman in question expressed the belief that he had been poisoned. Two days later she was dead herself.

His mother, prisoner said, had died after drinking some very strong coffee. She had to go out and dig potatoes one night, and his sister handed her a cup of coffee before she left the house.

Several witnesses testified that on the evening in question the old woman, while she was working, suddenly screamed out that she had been poisoned, and asked for a drink of milk. Some milk and water was handed her by a neighbor, but she died soon afterwards.

Prisoner stated that his mother might possibly have taken arsenic in mistake for salts. In explanation of his being in possession of poisons, Springstein alleged that he sold quantities of poison for killing foxes.

The female prisoner, questioned as to the manner of her husband's death, said his lungs were not strong, and he was also troubled with his heart and stomach. The poison found on him was, she declared, quite harmless.

One witness stated that on one occasion Mrs. Bock remarked to her, "There were six deaths in our house this year—my mother, my husband, and my son, two horses and a dog," adding "and the dog had the finest funeral."

At the close of the proceedings the male prisoner was observed to be making signs to the warden, who was taking him back to his cell. The President promptly recalled him and asked what he meant, to which the accused replied in Berlin slang: "Off goes my head; then off go I to heaven."

Three medical experts deposed that Springstein's wife had been slowly poisoned through repeated doses of strychnine administered to her, and expressed the opinion that his father and mother, brother-in-law, and nephew had all been similarly poisoned.

The jury replied in the affirmative on each count of the indictment, and the sentence of death was pronounced on both prisoners.



## FEMALE POISONERS.

## THE BELGIAN POISONER, MADAME JONIAUX.

The trial of Madame Marie Therese Joniaux at the Antwerp Assize Court, in January, 1895, for the poisoning of three relatives, in order to obtain the insurances upon their lives, created a profound sensation among the aristocratic circles of Brussels and Antwerp, in which she had moved. This disciple of the Brinvilliers school was the daughter of a distinguished cavalry officer, General Ablay, occupied a good social position, had been twice married, first to the historian M. Frederic Faber, and afterward to M. Henri Joniaux, chief engineer to the department of roads and bridges, lived in a fine mansion in the Rue des Verviers, and at the time of her arrest and trial was fifty-one years of age.

The victims were her sister, Leonie Ablay, her brother, Alfred Ablay, and her uncle, Jacques Van Den Kerchove. Mlle. Leone was insured for 30,000 francs in the Baloise and 40,000 francs in the Nederland (the Madame paying the premiums), in the beginning of January, 1892, and died suddenly February 25th. in Madame Joniaux's house. In March, 1893, the uncle, who was a bachelor sixty years of age, a wealthy manufacturer of Ghent, and an ex-Senator, died suddenly after a dinner to which he had been specially invited at Madame's house. It was given out that the cause was apoplexy. Only a few weeks before his death M. Kerchove had insured his life for a large sum in a Belgian office for the benefit of the Joniaux family. In February, 1894, M. Alfred Ablay, who had recently arrived in Belgium from Paris, was disposed of in a similarly speedy manner. He had been insured with an English company, the Gresham, for 100,000 francs, Madame Joniaux paying the premium. The attention of the management of the Gresham was called to the suspicious rapidity with which the

policy had matured, and the impetuous haste of the beneficiary in claiming payment. The Gresham officials proceeded with marked forbearance and reluctance, and only after the most careful examination of all the surroundings of the case. Then the co-operation of the authorities was invoked, and exhumation and examination of the three bodies followed. Traces of morphia were found in the intestines, and it was afterward in evidence that she had repeatedly procured morphia from Brussels chemists on forged orders for prescriptions.

On the trial the motive was disclosed. Upon Madame's own admission, though supposed by the world to be in comfortable, even affluent circumstances, she had been for many years pecuniarily embarrassed. It was shown that she was endeavoring to borrow money on the representation that her daughter by her first husband, Mlle. Jeanne Faber, would, when of age, inherit a large fortune, and the lender was to be secured by policies on Mlle. Jeanne's life. It was shown that she was always in debt, and had recourse to all sorts of tricks and devices, even to cheating at cards, to procure money to meet her liabilities. These desperate expedients to minister to her love of luxury were commented on in scathing terms by the Public Prosecutor, M. Servais, in the course of his review of the testimony in his speech to the jury. The particulars of the part she played in effecting insurances on the lives of the deceased parties were fully detailed by a "cloud of witnesses."

The number of the witnesses called for the prosecution was remarkable. Altogether, 261 were called to the stand, while 61 were summoned for the defense. The indictment was noteworthy for its length, the reading lasting an hour and a half. It recapitulated at the outset the manner in which the three relatives of the accused met their death, and stated the circumstances leading up to the arrest of Mme. Jomiaux. After mentioning the names of the accused's relatives, it dealt exhaustively with the financial position of M. and Mme. Jomiaux, pointing out that for many years she had been involved in a most complicated system of borrowing in order to live up to her position. It referred in connection with this fact to anonymous letters received by relatives of the accused, threatening

a scandal about the drowning of Lionel, second son of M. Alfred Ablay (who was supposed to have committed suicide in October, 1890), unless certain sums were paid as the price of silence. These letters were declared by experts to be in the handwriting of the accused. The indictment next dwelt with the question of the assurances, and also the point already noted that Mme. Joniaux was anxious to obtain a dowry for her daughter, and was engaged in effecting assurances in her favor at the very time she was borrowing money on the representation that her daughter would, when of age, inherit a very large fortune. The remainder of the indictment was largely devoted to a refutation of the theory that Alfred Ablay committed suicide after an alleged forgery.

The counsel for the defense, M. Graux, of the Brussels bar, and M. Hendricks, of the Antwerp bar, fought the prosecution, step by step, with extraordinary energy. But the Public Prosecutor was relentless, and he pressed point after point to conclusion with such unerring and resistless force that the prisoner was goaded to constant retort and interruption. The reports of the trial were garnished with her impudent rejoinders and dramatic denials, appeals and protests. The sensational scenes she created were evidently intended to arouse public sympathy, but beyond admiration of the unusual mental power she displayed in her intellectual duels with the prosecutor, they had no effect upon people who could see behind the veil of effrontery a career of duplicity and falsification.

The evidence of the medical experts, as usual, was contradictory. Dr. Van Vyve exhibited in court, glass discs containing morphia which he had obtained from the intestines of Alfred Ablay, while Dr. Stienon for the defense was pertinaciously positive that Alfred died of heart disease, and that what was taken for morphia consisted of the closely resembling toxic products of putrefaction, or putrefactive alkaloids, called by pathologists ptomaines.

In closing his address to the jury the Public Prosecutor caused a profound sensation by reading the following words, which, he said, had been written upon a visiting card by M. Joniaux, the prisoner's husband, a fortnight after the death of her first husband, M. Faber: "Your every wish is being

realized." "If you acquit the prisoner," the learned counsel asked, addressing the jury in impressive tones, "who will be her next victim?"

The jury retired to consider their verdict at one o'clock in the morning. At a quarter to two o'clock the stroke of a bell announced their return, and, amid a scene of intense excitement and suspense, the judges resumed their seats upon the bench. A moment later the jurymen filed into court. The foreman, M. Barboux, who appeared to be much moved, announced, in reply to usual questions, that they found the prisoner guilty of all of the six issues submitted to them, the issue in regard to each of the three persons alleged to have been murdered being a double one—namely, whether the prisoner had with intent caused the death of the person named; and secondly, whether she had done so by means of substances calculated to cause death. In regard to each of the questions put *seriatim* the jury answered in the affirmative.

No sooner had the jury delivered their verdict than loud applause followed. The President ordered the gendarmes on duty to clear the court if all expressions of opinion were not immediately suppressed. The prisoner was then brought back into court. She was completely unnerved, and when the verdict of the jury was read to her she staggered and fell in a fainting fit on the prisoner's bench. The Advocate-General asked the court to pronounce sentence of death. The judges retired and returned after an interval of ten minutes. Sentence of death was then pronounced in the usual manner.

A large crowd awaited the termination of the trial outside, and as soon as the news that the prisoner had been condemned to death was received, loud cries of satisfaction were heard in all directions. People shrieked themselves hoarse, and sang "Down with Joniaux! Let us lynch her! Let us hang her!"

The condemned woman was conveyed back to jail in a prison van, guarded by a strong force of gendarmes, the crowd following with shouts and jeers.

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The contention of the medical experts, to which only brief reference has been made, has brought into bold relief a ques-

tion, the future hearings of which, in medical jurisprudence, are of obvious importance. Since the bacteriologists have shown that a large proportion of pathogenic action formerly unaccounted for and unexplained is due to the production of ptomaines, the name given to the alkaloids of putrefaction due to the presence of bacteria, a new difficulty has been introduced into legal medicine. Aside from the proof we now have that infectious diseases are the product of the ptomaines resulting from the action of bacteria, we are confronted with the fact that, as Mr. Stanford puts it in his address at the British Pharmaceutical Conference, at Edinburgh, "these highly toxic alkaloids have been mistaken for other poisonous alkaloids in post-mortem examinations of human subjects where poisoning was suspected. In some criminal cases these have been mistaken for coniine, strychnine, delphinine, and morphine, which they closely resemble in their reactions. Others resemble nicotine, atropine, digitaline, veratrine, curarine. It is obvious, therefore, that post-mortem examination for poisons presents hitherto unsuspected difficulties." A case in point occurred in the Sonsogna trial at Cremona, Italy, where ptomaines were mistakenly identified as morphine, the reaction being the same. In another trial, that of General Gibbone's servant for the murder of his master by poison, the experts for the prosecution reported delphinine in the viscera. The defense proved, however, that although the substance responded to delphinine reactions it was not delphinine at all. With reference to this subject, Dr. John J. Reese, the eminent toxicologist, very properly says, "It cannot be doubted that the *alleged* existence of ptomaines will be constantly employed by counsel in defending a criminal charged with poisoning with one of the vegetable alkaloids; urging strongly before the jury the possibility that the alleged poisonous alkaloid was in reality one of those spontaneously generated ptomaines. Such a course is stated to have been actually taken at the Lamson trial, in London, in 1883. On the other hand, it might be speciously argued by the prosecution that the reason for the non-discovery of the alleged alkaloid was to be attributed to the interfering presence of some ptomaine." For it should be remembered that while some of these alkaloids



of putrefaction are extremely poisonous, many of them are inert, while others act antagonistically to certain poisonous alkaloids.

#### A FAMOUS KANSAS MATRICIDE.

Frankie Morris, alias Mrs. A. A. Hurd, alias Mrs. H. D. Loveland, a woman of somewhat over thirty years, tall, graceful, of striking personal appearance, and of unusual intelligence and animation, was accused of murdering her mother, Mrs. Nancy J. Poinsett, by means of poison administered in a glass of beer, November 5th, 1884, to obtain the sum of \$15,000 insurance on her life. Mrs. Morris, as she called herself, and her mother formerly lived in Erie, Kansas, where, it is reported, she met a young man named Cinnamon, who won her affections and then betrayed her. From this time forward her career was singularly eventful. She was next heard of as the mistress of a house of ill-fame in Great Bend, Kansas. Here she met A. A. Hurd, a rising young attorney, who, like many others, was ensnared by her extraordinary power of fascination. In a few weeks he was completely under her domination, and in the course of a year he married her. They removed to Topeka, Kansas, where are situated the general offices of the Atchison, Topeka and Santa Fe Railroad, with which Mr. Hurd became connected as general attorney for the State of Kansas. Mrs. Hurd's former discreditable history not being known in her new home, she was enabled to move in respectable society in the capital city of the State, and for a while everything apparently went on smoothly. Her husband had a good salary, and, with plenty of money at her disposal, a favorable opportunity was offered to make amends for her past life. But she did not seem inclined to take advantage of her good fortune. She wearied of the tameness of domestic life and longed for the freedom and excitement of her former career. She and her husband lived unhappily. As she said on her trial, she "occasionally cursed him," and it was apparent that it was but a matter of time when they would separate. Anticipating this outcome, she determined in some way to bind Hurd to her fortunes by stronger ties than at that time existed. She became sick and concluded

to visit Hot Springs, Kan., for improvement in health. While there she was attended by a well-known physician, who had among his patients at the same time a woman named Foster, who gave birth to a child, and not wishing to keep it, Mrs. Hurd offered to take charge of it. On her return to Topeka, she palmed it off on her husband and friends as her own. But even this ruse, although successfully worked, was not sufficient, and in 1883 a divorce was obtained in the Shawnee County Court by agreement.

The restless *intrigante* was not idle in the meantime. Among those with whom she came in contact in Topeka was a promising young man named Loveland. He was happily married, had a pleasant home, an attractive family, and a paying business. As soon as he became acquainted with Mrs. Hurd, he appeared to lose all interest in his home, family, and business. He was devotion itself to the charmer, and when she obtained a divorce he became her lover, according to the testimony in the case, although he was married to a wife who was a highly educated and beautiful woman. In his blind infatuation he neglected his family, several of his children died, and at last his wife, broken down in mind and body with the shame and disgrace that her faithless husband had brought upon her, became insane, and was taken to an asylum.

Under the laws of Kansas this was a sufficient ground for obtaining a divorce, and Loveland was separated from his wife in the Sedgwick County Court.

Soon after the divorce was granted to Mr. and Mrs. Hurd, according to the testimony on which she was convicted, the latter, who had taken the name of Frankie Morris, appears to have conceived a plan to obtain a large amount of insurance on the life of her mother. The first move was to induce her mother, Mrs. Nancy J. Poinsett, an old lady keeping a boarding-house at Cherryvale, Kansas, to take out a policy of \$5,000 in the Mutual Life Insurance Company of New York. The policy was secured through the instrumentality of the defendant's divorced husband, and the first premium was paid by him out of the money due her as alimony. Mrs. Morris was at that time living in Topeka. She moved to Kansas City, and in a few weeks made her appearance in the office of the

Equitable Life Assurance Society of New York. She expressed a desire for a policy on her mother's life for \$10,000, herself and child to be the beneficiaries, and eventually a policy for that amount was issued. It is stated that applications were also made to several other companies, but for some reason not made public they were declined. Frankie then proceeded to complete her plans. Her mother was persuaded against her own wishes to move from her home in Cherryvale, where the family was well known, to Chanute, on the plea of getting a more desirable location. Before they had been there very long, Frankie proposed to celebrate the election of Cleveland, on the 5th of November, with Kansas beer. A boy was sent out for the beer, and on his return he delivered it to Frankie, who obtained a glass from a cupboard near by, and pouring out a portion gave it to her mother, she herself drinking from the bottle. In a very short time Mrs. Poinsett exhibited the characteristic symptoms of arsenical poisoning, and soon afterward died. The attending physician, it was alleged, appeared to be under some sinister influence, and withheld statements which should have been made in his certificate. For this inaction or concealment it is also said that he afterward narrowly escaped indictment by the grand jury. On the day after the burial of the victim, application for payment of the insurance was made with indecent haste. This hurried action aroused suspicion, investigation followed, and Frankie was held for the action of the grand jury. Dr. E. H. S. Bailey, professor of chemistry in the State University at Lawrence, was employed to make a chemical analysis of various organs removed from the body of Mrs. Poinsett. He found in the stomach, liver, and other viscera, arsenic in much more than sufficient quantity to prove fatal. In due time the grand jury found a bill of indictment for murder, and the case came up for trial at Erie, Kan., August 4th, 1885. The chain of circumstantial evidence was ably presented in the Neosho County Court room before Judge Stillwell, in the examination of witnesses and in the summary before the jury by the prosecuting attorney, C. A. Cox, and his colleague on the part of the State, C. F. Hutchings. After a patient hearing, which

lasted a week, the jury brought in a verdict of murder in the first degree.

On the 7th of September application was made for a new trial. The grounds were flimsy, the most prominent being the use by the prosecutor of opprobrious expressions outside of the record and unwarrantably prejudicial to the defendant. The spell exercised over the contestants by the syren was amazing. On the 30th of November, when the case came up for a re-hearing, a nolle prosequi was entered, and an order of dismissal gave Frankie her freedom.

The representatives of the companies involved, Major T. C. Caskin, of the Equitable Life, and Mr. D. C. Gillette, of the Mutual Life, addressed a letter to the prosecuting officer of Neosho County, Charles A. Cox, in which statements and comments occur that are essential to the completion of this narrative. They said:

Although in the public prints and throughout the State we have been represented as having incited this prosecution, of publicly and to her face threatening Mrs. Morris with indictment and arrest if she attempted to recover under her policies, no one knows so well as you (unless it be her attorneys) that never have either of us seen, written or spoken to either Mrs. Morris or any or either of her attorneys, or authorized any such communication for us for the companies we represent; nor have the companies by any other so communicated with her or hers; nor have we ever uttered any public threat or privately indulged in malice or vindictiveness.

You and others are our witnesses that from the moment the facts were placed in your possession upon which we based our opinion that Mrs. Poinsett had been poisoned (and you so quickly saw your duty and in such manly way moved along its unpleasant path), we have never intruded even a suggestion.

In your own good time, and according to your opportunities, you led the case from the presumption attending the circumstances of Mrs. Poinsett's death to the indictment, arraignment, trial, and conviction of her daughter for murder. We asked no more of you than the people, or than all good citizens have a right to expect—that you should do your duty—and you did it nobly, in accordance with the forms of law and the usages of the courts.

You asked of us help and we gave it. You desired that Mr. Hutchings should be retained to assist you, and he was, at your request, so retained by us, and stated in open court precisely the circumstances attending his presence in the case and the attitude of the companies towards it.

Our interest was not pecuniary; it is not so now, or at least the pecuniary elements involved are so trifling that without them our course would have been the same.

Our business had unfortunately supplied the motive for a dreadful and unnatural crime; such a crime against life, law, order and the homes and hearts of society as to defy belief if conviction were not forced upon us and similar deeds did not crowd the records of the courts. We represent two associations, paying on an average \$1,000,000 a month, year in and year out, to the legal representatives of those who die of our membership; and Mrs. Morris would have been of the number of our beneficiaries long since if we could have had the slightest doubt of her guilt or the faintest excuse in law or equity. As Mr Hutchings so ably stated, a principle is at hazard, one that threatens the fundamental rights of every individual or association of individuals—whether a cruel, cold-blooded murder can be done for money, and those who are the victims, people and property, be compelled to sit calmly by with folded hands and say to the fiend, "Thy will be done."

We know (or if we do not, the noble array of attorneys for the Atchison, Topeka and Santa Fe Railroad Company, marshalled in groups for the defense, can tell us) that we are two wealthy corporations (albeit our principle is benevolent and our reward honorable), and therefore we must partake of the strange perversion of the public moral sense that applies a different law to our wrongs from that to an individual; but the jury in this case did not so consider. They saw no difference between the inherent rights of one or many, and recognized the principle that brought us into the prosecution. They recognized more than that. They saw that there was no difference between this and any other murder, except in the pitiless manner of its execution and the wolfish greed of the motives, and we venture to say that not between the bids of all recorded trials can be found its parallel for open infamy, for its disclosure of domestic infidelity and incontinence; for the exhibition of wrecks of human character, or for illustrations of the perversion of the law and the undisguised array of perjury and moral filth.

The verdict came and was hailed as a triumph of justice rare in these days of expediency and quibble. There had been some mutterings of discontent and alarm when, upon the arraignment, the court (in its discretion, perhaps) fixed the bail of the accused, which, however, she could not furnish, and in consequence awaited her trial in jail. But the verdict silenced all criticism and the conduct of the court acquitted it of all undue clemency.

Mark the change.

The motion for a new trial was in order and a day set for its hearing; active preparations were begun by counsel for both sides; argument was made and decision rendered; that decision and what followed mark an era in the trial of capital offenses in Kansas.



There was not an intimation that the accused was not guilty. The honored court saw no evidence, no error of law, no virtue in the exceptions cited, no admission of irrelevant testimony upon which a new trial could be granted; but out of his memory his Honor plucked the tardy consciousness of opprobrious epithets and expressions employed by the prosecution when addressing the jury, which although not objected to at the time by either court or counsel, "were outside the record and had a tendency to prejudice the jury against the accused."

When, since there were trials, has it not been the sworn duty of prosecuting officers to find cause of conviction and to press that cause with all their might upon the jury? Or when did previous good or bad character of the accused cease to furnish the strongest presumption of innocence or guilt?

But such a decision was apparently only preliminary to what followed. The court then admitted the prisoner to bail, which was furnished and she left the august presence.

Section 9 of the Bill of Rights of the Constitution of the State of Kansas provides that

"All persons shall be bailable by sufficient sureties, except for capital offenses when proof is evident or the presumption is great."

Proof had been taken in open court, and presumption had become conviction. There was no discretion anywhere, not even in the law; the prisoner's place was in the jail, and every man in court knew it.

We are not surprised at the tales we hear of your discouragement when you see the fabric of your great labor for right and law fallen to ashes; or that, as we hear, the county commissioners hesitate involving the county in debt to set up houses that will not be allowed to stand, and we comprehend how, yesterday, the defense stood with brazen front, surrounded by its witnesses, while the State looked around in vain for a friend. If either counsel, mindful of the honor and dignity of his profession, could contemplate the predicament to which the court had reduced a faithful and successful servant without shame and sorrow, nothing but an equal slight could stir his sense of right or wake his alarm for the fate of the law he practices.

We do not believe that the people of Kansas, young though the commonwealth is, will long submit to such methods and indignities. The time must come when crime will not excite admiration; when criminals will not hold receptions in gorgeous toilets and trip gayly to their homes after kissing their hand to the judge and jury. We see the dawn of a nobler day in the conviction in this case when, before an upright and fearless jury, in solemn trial, to which the defendant and her counsel came with wine, women and laughter, as to a carnival, and were rebuked of justice and an outraged people—however much they now triumph.

But we are with you as before if, out of the chaos and wreck, you see wherein we can serve the State. We are not the public prose-

cutors. We do not assume such office. This is and must be a prosecution by the State in which we cannot dictate nor direct. Such aid and support as is due from every law-abiding and law-respecting citizen we stand ever ready to furnish, and if consistent with your duty, we should be pleased to know your purposes in the matter.

The disgust and indignation with which the community regarded the escape of the woman were clearly typified in the newspapers of the day. The *St. Louis Post-Dispatch*, for example, said:

The facility with which new trials are granted to persons convicted of murder makes it necessary to provide by law for the preservation of evidence. Frankie Morris, formerly an inmate of a cow-boy dance-house at Dodge City, a woman whose life has been notoriously wicked and cruel, was convicted by the most conclusive evidence and by the unanimous verdict of an unprejudiced jury in Kansas of having poisoned her old mother with arsenic to obtain \$15,000 of insurance which she had taken out on the old woman's life. Obtaining a new trial on some flimsy pretense, her friends have managed to get two of the most important witnesses against her out of the reach of the State authorities, and in the absence of the essential witnesses the prosecution has had to dismiss the case against her. Thus justice is baffled and defeated in one of the clearest cases of murder in the annals of crime. Yet all the constitutional requirements and all the requirements of a fair trial were complied with when those two witnesses had once given their testimony in court confronting the accused. An official record of that testimony, preserved by law for use in any new trial granted, would have prevented the defense from using the merciful concession of a new trial merely as an opportunity for defeating justice by spitting away or murdering witnesses.

#### THE EXECUTION OF A POISONER

On the morning of June 25th, 1880, Mrs. Sarah Jane Whiteling was executed at Moyamensing Prison, Philadelphia, for the murder, by arsenical poisoning, of her husband, John Whiteling, aged 36, March 20th, 1888; her daughter Bertha, aged 9, April 24th; and her son Willie, aged 3, May 26th. Mr. Whiteling's life was insured for \$230, Bertha's for \$122, and Willie's for \$47, a total of \$399.

For this paltry sum this unwomanly woman sacrificed the lives of husband and children, according to her own free and full confession, with calculation so cold, and purpose so deliberate, that suspicion was naturally aroused as to her sanity.

But the carefully conducted examinations of the experts showed beyond question that the woman was sane, and the condition of the brain as revealed by an autopsy after execution confirmed their conclusions.

In spite of the proved and acknowledged enormity of this woman's offence, the usual enginery of morbid sentimentality was set at work to save her from the gallows. The plea that a woman ought not to be hung, even though by such crimes she unsexes herself, was pushed and pressed to the last degree by the sentimentalists who expend upon murderers the sympathy that ought to go to the murdered. To their untiring interference with the course of justice, was added the equally exhaustless ingenuity of criminal lawyers, a class of wranglers and obstructives whose defiant interference with the course of justice is one of the great scandals of the age.

But beyond a short reprieve by Governor Beaver, all organized pressure upon the Board of Pardons failed to extort clemency, and the law was allowed to pursue its course. The case was noteworthy because Mrs. Whiteling is the first of the females who have resorted to homicide for the purpose of defrauding life companies, to expiate her crime on the gallows. Even the number of male murderers who have paid the extreme penalty is sadly disproportionate to the number of those who have escaped. They can be counted on one's fingers, while a score of known murderers, to say nothing of those unknown except to Omniscience, have, in one way or another, managed to evade the demands of justice. In at least three or four cases where men and women combined in planning and executing their murderous work, the women were worse impersonations of evil passion than the men, just as Lady Macbeth was more unscrupulous than her husband. The case of Mrs. Whiteling may serve as a warning hereafter to criminals of her own sex that they must not look to sex itself for immunity from the consequences of their actions.

#### A FAMILY SLAUGHTERER.

The history of the Somerville, Mass., poisoner, Mrs. Sarah J. Robinson, shows the successful removal of her entire family

before she was convicted in due process of law. Her victims were seven in number: Moses, her husband; Lizzie J., her daughter; Willie J., her son; Prince Arthur Freeman, her brother-in-law; his son Thomas; Mrs. P. A. Freeman, her sister, and Oliver Sleeper, who boarded in her house, and is supposed to have been a distant relative. Sleeper's death was the first, Moses Robinson's second, and Mrs. Freeman's, whose death occurred in February, 1885, the third. Previous to Prince A. Freeman's death Mrs. Robinson had his life insurance made over to her. In June, 1885, P. A. Freeman died, his infant child having died in the meantime. Thomas A. Freeman, a son of P. A. Freeman, for whom there was the sum of \$2,000 in trust, died a short time afterwards; then followed the death of Lizzie J. Robinson; and finally that of Willie J. Robinson. As the amount of the claim in each case was paid, the money seemed to stimulate the fiend to fresh exertion. With the exception of Oliver Sleeper, the calculating assassin confined her operations to the members of her own family successively.

Mrs. Robinson was first tried for the murder of her daughter, but escaped the penalty through the disagreement of the jury. She was then tried for the murder of her brother-in-law, P. A. Freeman, and found guilty in the first degree. The usual interposition of criminal lawyers and of morbid sentimentality saved the inhuman wretch from the gallows.

#### ANOTHER MASSACHUSETTS CASE.

Holyoke furnished a second edition of the foregoing family destroyer in the person of Mrs. Lizzie Brennan, who was arrested at her home on the 26th of May, 1889, on suspicion of having caused the death of her husband and two sons by mixing arsenic with their food. The Brennans had six children, and Mrs. Brennan succeeded in insuring the lives of them all, including herself and husband, for sums ranging from \$300 to \$2,000, the policies being made payable to herself. The husband, Michael Brennan, died in the preceding July under suspicious circumstances. James Brennan, a son, died suddenly about six weeks before the woman's arrest. She sup-

posed his life insurance had been increased, but on claiming it at his death she found the increase had been made by mistake in the policy of his brother Thomas. It was the ill-fated Thomas's turn next, and he followed speedily. He had been taken violently sick about two weeks before his death and went into the country, where he rallied. On returning home he was taken sick again and died in great agony. Beside such destroyers of the home circle Lucrezia Borgia might pose as a saint.

#### A PRINCETON STORY.

The trial of Mrs. Mattie C. Shann, of Princeton, N. J., charged with the murder of her twenty-year old son, John F. Shann, by slow poison, was commenced on the 8th of August, 1893, and ended on the 19th, with a verdict of acquittal. The alleged motive was to obtain the amount of insurance, \$2,000, upon her son's life. Since the accused was freed, it seems hardly worth while to rehearse the details of the dismal story. The case is added to the long list of those in which the prosecuting officers, with apparently abundant testimony within reach, failed to convict. Whatever the basis of the procedure of the State in the course of suspicion, arrest, imprisonment, indictment, and trial, the jury could directly reach no other conclusion. If the woman was guilty, and yet allowed to escape, no fault can reasonably rest with the jury.

To those, however, who sift and probe and dissect with the trained eye and hand of the inquisitor who is familiar with the varied forms of criminal assault upon life-insurance companies, there are always diagnostic signs which to them are sufficiently clear and indicative. These are often passed over lightly by the prosecutors for the State, or twisted out of their significance by the lawyers for the defense; and criminal lawyers, as we know, are not over-scrupulous. In the present case, for example, the audacious scheme by which analysis of the alimentary canal was precluded was of itself conclusive. John died on Monday night, and on the night following three men entered the house and disemboweled the body. It was a bungling piece of work, but the object was accomplished—the removal of the digestive tract. The analytical chemists



were therefore confined to the kidneys and the brain in their search for the bichloride of mercury with which John had been poisoned. Mrs. Shann's patched-up account, on the witness-stand, of the nocturnal visit, was ingenious enough to create doubt in the mind of the average jurymen; but those who have been drilled to weigh and measure with dispassionate scales, attach to such explanation or plea simply what it is actually worth—only this and nothing more.

The reporters with their usual froth and gush had much to say about the innocent looks, the evident refinement, the tasteful dress, the admirable behavior, etc., of the prisoner. The public was treated to the same sort of nauseating stuff in the case of Mrs. Victor in Ohio, of Mrs. Wharton in Baltimore, of Mrs. Maybrick in London. These effusive writers appear to forget what Hamlet has told them, "The devil hath power to assume a pleasing shape." The best that can be said of such women is that if their guilt was not proved, neither was their innocence established.

#### FIXED THE HUSBAND, BUT FAILED WITH THE SON.

The widow Vandegrift, at Mt. Holly, N. J., undertook to put her son, Frank C. Norman, out of the way, in order to realize the amount of insurance on his life, in the early months of 1890. Her favorite drug was croton oil. Fortunately for the young man, Dr. W. E. Hall, the attending physician, intervened in time to save his life. The gist of Dr. Hall's testimony, which was direct and pointed, was as follows:

Norman's symptoms were those arising from croton oil poisoning. No disease that he knew of was accompanied by the same group of symptoms. The medicines prescribed for the patient were cast aside by Mrs. Vandegrift, who dosed him with senna and croton oil. She told the doctor he ate two dozen lemons and smoked twenty cigars a day, and that it was this that caused his illness. Norman denied the statement. Mrs. Vandegrift told the witness that her son's illness was a great disadvantage to her, as she was to be married to a Philadelphia gentleman on June 1st and go to Europe, but now it would have to be postponed. It was about this time Dr. Hall

discovered that Mrs. Vandegrift was buying croton oil at a number of drug stores in Burlington, and he set a trap, he said, and caught her. On being accused of administering the poison she denied it, but said she had bought some to remove her corns. When she was threatened with arrest, she begged the doctor not to have her locked up, and consented to allow her son to be removed to a hospital. Afterward she withdrew her consent and threatened to have Dr. Hall and Dr. Gauntt arrested for defamation of character, whereupon the latter said with a smile: "Do so, and I will then show that you not only tried to kill your son in order to secure the insurance of \$14,000 on his life, but that you also did kill your husband, Joseph Vandegrift, in 1887, by means of croton oil, and he told his friends just before his death that he knew you were killing him by inches." On hearing this statement, the doctor continued, her son left the house, saying he was now satisfied that his mother had been trying to murder him ever since he returned from Philadelphia.

#### THE RISK OF ENLISTING CONNIVANCE.

Mrs. Mary M. Kofford, of Leadville, Col., aged 35, conspired with her husband's younger brother, J. G. Kofford, age 59, to insure the life of her husband, Hans, then poison him, and, with the proceeds, move to Nebraska and buy a farm. Three policies were obtained, two in co-operatives, and one in the Travelers, to the amount of \$5,500; \$1,000 in the Rocky Mountain Insurance and Savings, \$2,000 in the Great Western Mutual Association, and \$2,500 in the Travelers. The parties were all Danes, and were so ignorant and debased that the circumstances lose much of the interest that would otherwise attach to the case. Mrs. Kofford approached a dentist, Dr. Rose, and made a confidant of him, announcing her purpose, and offering him a share in the plunder to the extent of \$300 for an effective poison to be prepared by him. Rose held successive interviews with the woman in order to entrap her the more completely, and finally arranged to conceal witnesses of the transactions between them. Captain C. H. Perkins, a detective, and Mr. Jacob Bernheimer, the insur-

ance agent, were so screened by a partition in Rose's office that they could see as well as hear all that was done. The woman was allowed to return home with a harmless liquid, and with directions for administering the pretended poison. That evening the guilty pair were arrested and lodged in jail to await judicial procedure, and Dr. Rose was credited with excellent management of the case as an amateur detective.

#### A DEPTFORD CASE.

On the 17th of July, 1889, at Greenwich Police Court, Elizabeth Frost, aged 30, married, of 155 Church Street, Deptford (a borough adjacent to Greenwich on the Surrey side of the Thames), was charged as an accomplice of her mother, Mrs. Winters, with the wilful murder of Eliza Frost, between February 1st and 8th, 1888; of William Sutton, between December 4th and 8th, 1888; and of Sydney Bolton, about February, 1889, by poisoning. Mr. Angus Lewis prosecuted for the Treasury, and after briefly reciting the facts of the case, he informed the magistrate of the death of Mrs. Winters, and said it would now be necessary to proceed with the charge against the prisoner alone. In addition to the three charges of murder, there would be a further charge of attempted murder of Mary Ann Bolton, a little girl, sister of Sydney Bolton. He pointed out that in each case the deceased person was nursed by Mrs. Winters and the prisoner, and the symptoms were always the same. Mr. Lewis said that on the previous night they were informed that Mrs. Winters, before she died, made a very important statement, and it was desirable to have an opportunity to inquire into the truth of that statement. He therefore asked the magistrate now to further remand the accused, to which request Mr. Kennedy acceded. Mrs. Frost was brought up on remand, when, in view of the confession made by Mrs. Winters, the charges of murder were withdrawn and one of forging receipts, etc., to obtain insurance money, substituted.

Before the death of Mrs. Winters, her conduct had awakened suspicion. As an example of the circumstances which led to distrust, it may be mentioned that after the death of Sydney

Bolton his father was satisfied with the assurance given him by Mrs. Winters to the effect that she had failed to keep up the premiums with respect to the boy. But some time afterwards the father was shown an advertisement circular of the Liverpool Victoria Legal Friendly Society, and among the names of persons in respect of whose deaths the society had paid claims was that of Sydney Bolton. Inquiries were made and the result was disclosure of a systematic series of poisonings. It was also learned that Mrs. Frost signed her name at the insurance office as Bolton, and represented herself as the mother of the dead boy when the claim for payment was made.

When Mrs. Winters found that her end was approaching, she made full confession of her guilt in the presence of her husband and one of her daughters. She said she could not imagine what induced her to commit the crimes, as she had never been short of money. She further declared that her daughter, Elizabeth Frost, who was then under remand on the charges of murder, was entirely innocent, knowing nothing of the conduct which her mother was pursuing. Her own death was attended with suspicious circumstances. Although the coroner considered an inquest unnecessary, there was reason to believe, as Dr. Macnaughton said, that she was either "quietly done away with, or she may have committed suicide by poisoning with arsenic, or white precipitate."

Dr. Macnaughton was the physician who gave certificates of death in the cases of the three persons whose bodies were subsequently exhumed, and who was censured for carelessness by the coroner's jury. In reply he made the following statement:

"I ask in the name of common-sense, on what grounds was I to withhold certificates? The following is a plain statement of the facts of the case: On February 3d, 1888, I was called in to see Eliza Frost. She presented symptoms which might have been due to a variety of causes. She had the appearance of a woman addicted to drink. Mrs. Winters and Mrs. Frost were always present while I was examining the patient. If they are guilty of the crime alleged against them, was I likely to obtain a true account from these people? I was totally deceived, and every circumstance which might have aroused suspicion in my mind was carefully concealed from my knowledge. If,

as Mrs. E. Deleman said at the inquest, the beef-tea, etc., disagreed with the patient, why did she not inform me? Surely I was the proper person to be told of these suspicious circumstances. But she withheld from me, either through ignorance or gross carelessness, this information of vital importance, a knowledge of which on my part might have been the means of saving her mother's life, and now she tries to pose before the Deptford public as an ill-used woman. If the symptoms of arsenical poisoning ought to have been apparent to me on February 3d, 1888, ought they not to have been equally so to Dr. Hingston on the 7th? As regards the next case, that of the girl Mary Ann Bolton, I have simply to say that the reason of my objecting to her removal to the hospital was that she was rapidly getting better, and that I considered a convalescent home much more suitable for her. William Sutton, whom I next attended, was in similar hands, and deception, as usual, the rule of procedure. The same may be said with regard to Sydney Bolton. Disturbed at all hours of the night, and met with deceit and lies, it was simply impossible to arrive at an accurate judgment in the case. The death of Mrs. Winters herself was as mysterious as any of the others, and yet no inquiry seems to be thought necessary. Her symptoms from time to time were certainly as suspicious as in the other cases; and why the authorities have accepted a death certificate from a doctor who only saw the case twice, and who must have judged considerably from hearsay, passes comprehension, particularly so when it is remembered that a diversity of opinion existed amongst the several medical men who attended Mrs. Winters, as to the real nature of her complaint."

The reference of Dr. Macnaughton to "white precipitate" was derived from the confession of Mrs. Winters, in which she stated that she had used it in the murderous work through which she had defrauded the Prudential Office. It seems likely that she confounded the term white precipitate with either arsenic or corrosive sublimate. The form of mercury almost universally administered with homicidal or suicidal intent is the bichloride (corrosive sublimate), while white precipitate (ammoniated mercury, ammonio-chloride of mercury) is so far down in the list of mercurial salts, and is resorted to for criminal purposes with such extreme infrequency, that it receives little more than a passing notice from the authorities on toxicology and medical jurisprudence. In medicine it is not used internally, and is only employed externally in the way of inunction. When taken internally, by mistake or design, it acts as a powerful poison, but it is so little known that it



would be a matter of curious interest to learn how an ignorant woman like Mrs. Winters could have been led to use it. Of course, its presence is as readily detected by chemical analysis as that of any other mercurial preparation.

#### THE LIVERPOOL SISTERS.

On the 16th of February, 1884, two sisters in Liverpool, Eng., Mrs. Catherine Flannagan, aged 54, and Mrs. Margaret Higgins, aged 44, were tried on four indictments for murder—first, with murdering Thomas Higgins, the husband of the prisoner Higgins, on the 2d of October, 1883; secondly, with murdering Margaret Jennings, who lodged with her father at the house of Flannagan, on the 25th of January, 1883; and thirdly, with murdering John Flannagan, the son of the prisoner Flannagan, on the 7th of December, 1880. The fourth indictment charged the prisoner Higgins alone with murdering Mary Higgins, the daughter of Thomas Higgins by his first wife. The prosecution elected to proceed on the first indictment.

Mrs. Flannagan was a money-lender in a small way, and was in the habit of taking for her security creditors' policies in industrial insurance companies. As an outcome of this practice she acquired a taste for speculative insurance on the lives of parties who were under no pecuniary obligations to her. As there had been a certain amount of justification for her earlier transactions, the friendly societies and industrial companies to which she had recourse appear to have become less guarded in their dealings, and less exacting in their inquiries as to the character and extent of her interest. Fault was found with them for not only insuring the life of Higgins for a total amount out of all proportion to his means and his position in a low and depraved class, but for insuring him without his knowledge. He had been accepted by the Victoria Legal, the Royal Liver, the Wesleyan Club, the Scottish Legal, the Prudential, the British Workman's, and some others, for sums ranging from £25 to £40 each.

There was reason to believe that Mrs. Flannagan had killed at least six people, among them her husband. She was

accused of poisoning the latter, but she brought suit for slander, and was awarded £5 damages. In Higgins's case, however, the circumstances led the way for such well-grounded suspicion that the coroner ordered the funeral to be stopped and a post-mortem examination to be made. Hence the detection of the arsenical poisoning, and the discovery of evidence which led to conviction. The jury returned with the verdict of guilty after an absence of three-quarters of an hour, and upon its announcement Mr. Justice Butt, in passing sentence, said:

After a most patient and careful inquiry, you have been found guilty of the crime of wilful murder. Everything that ability could do has been done in your defense by those who kindly undertook it. The evidence is such as to leave no doubt in the minds of those who heard it that you were guilty of the crime. The relation the murdered man bore to you, to say nothing of others whose deaths it has been suggested you have caused, makes the murder so horrible, and it has been carried out so cruelly, so relentlessly, and from motives so sordid, that it makes one shudder to think of the depth to which our common humanity is capable of sinking. Wicked, cruel, and base as you are, I do not forget that you are still human. One thing you have in common with us all, and that is the hope of an existence hereafter. It is the only hope left to you now. I trust that hope will be some alleviation of your suffering during the very short time that you have to live. For the crime you have committed you must die, and it only remains for me to pass on you the sentence of the law.

His lordship then passed sentence of death in the usual manner and form.

#### THE TOPMOST ON THE LIST.

The pre-eminence or championship appears to have been attained by a married woman named Van der Linden, in the old historic town, Leyden, in Holland. In the latter part of 1883 she was arrested on a charge of having murdered sixteen persons within a few years, nearly all of her victims being members of her own family, including five of her children. She had their lives insured for her benefit, and received the amount of the policies after their deaths. She confessed her guilt, but her story was so incredible in the boundless wickedness it revealed, that most persons were inclined to reject it in

its full extent, even on the assumption of homicidal mania. If little more than half of the statements were true, she capped the climax of female poisoning.

It is noteworthy, by the way, that nearly all of the famous poisoners of history have been women,—Locusta, Lucretia Borgia, Spara, and Tofana in Italy, Brinvilliers, Lavoisin, Lavigoreux, and Catherine de Medici in France, and the Countess of Somerset in England, who attained in their day an infamous notoriety. But the victims of these assassins were husbands inconveniently in the way of lovers, or members of royal or noble families who blocked the path of promotion to persons ambitious to usurp their places. Such murders were instigated by intrigues, and treacheries, and political complications. A motive so sordid as that of robbing an insurance company was as undreamed of in those earlier days as was the system of insurance itself. Madame Brinvilliers put her father and brothers out of the way, but there were family complications and romantic intrigues which relieved her poisoning of vulgar and brutish coarseness. Tofana, when subjected to the torture, confessed having supplied her arsenical and antimonial solution in six hundred cases of murder, but she never was accused of slaughtering her own children for pecuniary gain.

In the chamber of the Froschthurm, of the old city wall of Nuremberg, among the strange instruments of torture and death which have been preserved, is the iron virgin (*eiserne jungfrau*). It is a female figure about seven feet in height, which opens and shuts with springs, and while embracing the condemned who is thrust into its arms, pierces him with knives and daggers, and then releases and drops him into the dead vaults below. Once, during a visit, as the writer examined the workings of this curious contrivance, which forms the crowning feature of the diabolical contents of the museum, he wondered and shuddered at the barbarism of mediæval days, but in reviewing the atrocities of such a devil incarnate as Van der Linden the wonder and the shudder fade away before this appalling exhibition of latter-day satanism.

## SUICIDE.

In further illustration of the varied forms of fraudulent intent under consideration, we have now to remind our readers that the annals of criminal jurisprudence prove that desperate men sometimes have recourse to suicide. The game of life turns against them until they become reckless of their own fate, and only solicitous of worldly provision for their immediate kindred. The Yorkshire squire, of whom Mr. Francis gives such a graphic account, destroyed his life to dupe the gamesters who had ruined him, and who had, besides, heavily insured him to cover the losses otherwise unprovided for. To complete the revenge by the forfeiture of the policies, the companies were properly notified. But such a motive is altogether exceptional. The invariable purpose in self-murder is to die, not that others may lose, but that others may win. The class of suicides of which the present chapter furnishes some notable instances, having no further interest in individual existence, exhibit both willingness and eagerness to impose upon the companies the burden of the support of those they leave behind. They adopt every available method of concealment of purpose, but at the same time they know full well, that though in the application of circumstantial evidence to the proof of criminal responsibility the motive may be detected, their heirs will obtain the sympathy of impressible but unreasoning juries, and profit by the fraud.

Of late years this subject has engaged the attention of some of the ablest underwriters of the country. "Suicide has become so common," says President Batterson, "that hardly a day passes in which we cannot find the melancholy fact reported in some of the papers, as an item of news, accompanied by the cheerful intelligence that the deceased had left his family well provided with policies of life insurance. Concerning the fact that the suicide can obtain for himself no pecuniary or other advantage by hastening his own death, it becomes most

important to consider the motives which induce him to commit the deed. When misfortunes and trouble, either present or prospective, have rendered the cares of life heavy and wearisome, suicide is the first remedy suggested by a weak and cowardly mind. The hope of escaping personal responsibility, or some impending pecuniary disaster, or the penalty of lesser crimes, and at the same time of making provision for those who would be destitute and dependent upon him, are the most powerful motives to self-destruction. The most convenient means of satisfying the motive, and one always at hand, is found in a policy of life insurance.

"The wrong done both to the insurers and insured is trifling in comparison with the greater wrong to society, and its effect upon public morals. The insurance of life in such cases is no compensation or endowment given upon the loss of it, but a positive temptation to throw it away. It breaks down utterly the one chief argument of self-conservation, viz.: the argument of family want and protection; turning it directly round to make it an argument of self-destruction for the family benefit. It loosens, in this manner, too, the bonds of reason just now reeling, it may be, off its throne, making desperation more desperate, distraction more distracted, bad impulse wider and more uncontrollable, and vice itself a more overmastering torment. And then, when court-triers come after, practicing their loose trivialities in the name of justice, and covering over the tremendous fraud of self-murder by figments of insanity, too thin to be more than lying pretexts, any one can see that the sanctity of life must be giving way with frightful rapidity. The only remedy is in removing the motive; and we firmly believe that if some legislative power could prevent the writing of any life policy which recognizes suicide as a legitimate claim upon the insurers, it would very soon cease to be regarded as a respectable or desirable method of providing for one's family."

The various expedients resorted to by suicides, to accomplish their purpose, show in an interesting manner with what consummate skill they not only measure the effects of life-destroying materials, but so destroy them as to furnish evidence of insanity in some cases, of accident or of homicide in others; and in nearly all can be found some carefully devised



plan for concealing the evidence which would prove the intention and betray the motive.

#### A PENNSYLVANIA FELO DE SE.

One of the earliest cases of deliberate suicide in the United States, for the evident purpose of defrauding a life insurance company, is that of William Callender, of York, Pennsylvania.

Callender rode on horseback to Harrisburg, where, on the 26th of March, 1851, he obtained a policy of insurance on his life in the sum of \$5,000, from the Keystone Mutual Life and Health Insurance Company of Harrisburg. He started home the same afternoon, was taken sick on the way and obliged to dismount from his horse at a toll-house on the turnpike, where he died during the ensuing night.

The policy was conditioned to be void if "the assured died by his own hand," and the company, being in possession of proof that Callender died from the self-administration of arsenic, with the deliberate purpose of terminating his existence while in full possession of his mental faculties, declined to make payment.

The administrator of Callender's estate having brought suit, it was proved by the defendant that, at 8 o'clock on the morning of the 26th, Callender purchased arsenic at the drug store of one Martin Lutz; that, after effecting the insurance, he went to a restaurant, called for oysters, and after sprinkling the arsenic over the oysters, ate them; that the arsenic was detected in the stomach by *post-mortem* chemical analysis; and, moreover, it was in evidence that Callender had made declarations of an intention to commit suicide.

One of the prominent points in the defense was that at the time of applying for insurance the applicant was guilty of misrepresentation in matters material to the risk. He stated, for instance, that he was a farmer by occupation, whereas it was shown on the trial that he had not been a farmer for many years, but was habitually and diligently engaged in a business perilous to life, that of catching fugitive slaves. It was proved that he lately had been to Wilkesbarre and other places in pursuit of negroes, and that only a few days before his death

he had been in Hagerstown, Maryland, to bargain for the apprehension of fugitives.

But proofs of misrepresentation were hardly needed to strengthen the defendant's cause. The ruling of the court, that suicide, according to the expressed terms and conditions of the policy, avoided the contract, was all-sufficient, and the company was sustained accordingly. Upon appeal, the decision of the lower court was affirmed, and the Supreme Court added that the court below was "very plainly right, in charging that if no such condition had been inserted in the policy, a man who commits suicide is guilty of such a fraud upon the insurers of his life that his representatives cannot recover for that reason alone."

#### COLVOCORESSES.

It is seldom that the public mind sustains so severe a shock as it did upon the announcement of what appeared to have been a brutal murder of Captain Colvocoresses, a distinguished retired officer of the United States Navy, who was discovered in a dying condition, in an unfrequented street in the city of Bridgeport, Connecticut, at a late hour of the night of June 3d, 1872. The newspapers of the day were filled with sensational details of the occurrence, and every rumor touching the tragic event quickly found its way into print. After a lapse of several years, we may now view the facts and circumstances attendant upon this remarkable case with freedom from the prejudice which necessarily obscured them at the time of their occurrence. At all events, in this recital of incidents and facts we shall confine ourselves to the narration of such only as are believed to be true.

Closely intertwined with the history of this event are certain facts connected with heavy insurances which had previously been effected upon Captain Colvocoresses' life. It was, ostensibly, to meet the agent who had placed this insurance, that he was *en route* for New York at the time of his mysterious death. Therefore, in order to make this account wholly clear, it will be necessary to advert briefly to the particulars of this insurance.

It appears that Captain Colvocoresses called at the office of the Commonwealth Life Insurance Company in New York

city, on the 23d day of December, 1871, saying that he desired to place a considerable amount of insurance upon his life, and requested an introduction to some of the other life companies. He was taken to the office of the North America Life and the Connecticut Mutual, where he underwent the usual medical examinations. On the evening of the same day he left the city for his home in Litchfield, Connecticut.

A few days later, an agent of the Commonwealth Company went to Litchfield for the purpose of conferring with Captain Colvocoresses about placing the remainder of his insurance, and held an interview with him upon that subject, on the morning of December 27th. In reply to a question as to his object in obtaining so large an amount—for he had said he proposed to insure very much more than \$50,000—the Captain replied that he had to go to Washington to attend to a suit against the navy department for more prize money, and as he might lose the suit and the money it would cost him to prosecute it, he had determined to place as much insurance upon his life as was the amount he was contesting for. He said he did not desire to have the insurance take effect before the 15th of January. He appeared to be distrustful of the agent because he was a New York man, and said that he had been swindled out of nearly all his prize money through the investments he had made with brokers there; and he named Uiley and Dougherty in connection with transactions in Rochester water bonds. Upon being assured that his premiums could be paid directly to the companies, he became satisfied upon that point, and then entered upon partial negotiations with the agent to place the insurance for him. He named some of the companies with which he had already conferred, and others which he proposed to patronize. "I want all the premiums," he said, "to be semi-annual, as my ready funds will not permit my paying them annually." The companies and amounts he mentioned at this time were: New England Mutual, \$10,000; Northwestern Mutual, \$10,000; John Hancock, \$5,000; National (Vermont), \$5,000; Commonwealth, \$5,000. The agent arranged to forward the applications by mail to Captain Colvocoresses, who stipulated that they should be in duplicate, in order that he might reserve a copy of each application, saying that if any

trouble should arise, in the event of his death, he wanted copies to be in the hands of his heirs.

The applications were sent as agreed, and about the 13th or 14th of January the Captain went to New York, having with him the applications all filled out. He said that he desired more insurance, and mentioned these companies with the amounts he wished: Mutual Life, \$10,000; Mutual Benefit, \$10,000; Equitable, \$10,000; North America, \$10,000; Connecticut Mutual, \$10,000; Manhattan, \$2,500; New York Life, \$3,500; State Mutual, \$5,000; Atlantic Mutual, \$5,000; and added that he would want still more. The agent had agreed with him to deduct ten per cent. of the premiums, and on that point says: "It was new in my experience to have a man insure so easily, for I did not talk insurance with him at all. My conviction at the time was, that what induced him to insure so heavily through me was simply the fact that he could save ten per cent. of the premiums."

Subsequently the agent found some discrepancy in the medical examination, and he at once started for Litchfield to see Dr. Gates, the examiner there, who evidently had made an error in the chest expansion. On reaching the Twenty-seventh Street depot of the New York and New Haven Railroad he unexpectedly met the Captain, to whom he explained the object of his journey, and the two took the 3 P. M. train for Litchfield, riding in the cars together. The Captain had with him, at this time, a sword-cane which he took pains to exhibit, and said that he purchased it because he thought he ought to have something of the kind in case he got into trouble, so he could defend himself. He also had with him a russet-leather valise, which he kept by him. An incident occurred *en route* which impressed the agent with the idea that Captain Colvocoresses was a frugal, close, and exact man. At Stamford a lunch was taken, and as the agent could not make the exact change, he obtained three cents of the Captain, who, before they arrived at Litchfield, asked him for it.

The correction was made in the physician's certificate of examination, and the agent again returned to New York, where he placed the insurance through the several agencies. On going to the office of the New York Life, Mr. Adams, the

policy clerk, refused to receive the application, saying he then had on file an application recently made by Captain Colvocoresses. "In conversation with Mr. Adams," says the agent, "I said that the Captain desired me to do all his business with the insurance companies, and that I was placing a large amount upon his life—over \$100,000. Mr. Adams, with some warmth, replied, 'He can't be in earnest; he is a poor man; he is a fraud,' and added, 'You wait a moment.' Then he called a gentleman standing near and said, 'Do you remember that old naval officer who has been here three or four times and made application for insurance?' The gentleman answered, 'Yes.' 'Well,' said Mr. Adams, 'what do you think of his applying for \$100,000 insurance?' 'I don't believe he will take it,' said he, 'he is a fraud.' Mr. Adams continued, 'Why, he wanted to go to work for us as an agent last fall; I tell you he is a fraud.'" At the time of effecting this insurance in the several companies, as applied for, the Captain had policies in the New York Life of \$6,500; the Phoenix Mutual Life, \$10,000; and in the Manhattan, \$2,500.

Subsequently the policies were taken to Litchfield by the agent and delivered to the Captain, who gave his check for the amount upon the Union Trust Company of New York. The next day the agent presented the check to the Trust Company's office, when he was told by the bank officers that the Captain had telegraphed them, stopping payment. In a subsequent telegram the Captain countermanded his order, with the explanation that he supposed he had discovered an error, but was mistaken. In March he wrote the agent to have a policy of \$8,000 placed in the army and navy branch of the St. Louis Mutual. This was obtained for him, and he sent his check in payment of premium.

The Captain called again at the agent's office in New York, on the 30th day of April, and said that his suit at Washington demanded his presence there, and that he also thought of extending his trip to Port Royal. On being told that he could go without detriment to his policies, he said, "I also want an accident policy, but before I have one I want to know about this Savage case which the accident company is contesting at New Haven." The agent replied that he was not familiar



with the facts in that case, but he thought the company undoubtedly had good grounds for its defense. The Captain expressed a desire to know what those grounds were, and at his request the agent took him to the New York office of the Travelers Insurance Company, where the object of their call was made known to the Travelers agent. It was explained to the Captain that Mr. Savage was at first reported to have been robbed and murdered, but upon investigation it was believed that the wounds were self-inflicted, and the company resisted upon those grounds. The general facts and features of the case were discussed with the Captain more or less in detail. Upon leaving the Travelers office, he remarked to the agent who had taken him there: "Well, all that is necessary for the Savage heirs to establish is murder, and they will get the money; *but does not the company have to establish suicide?*" "And," he added, "If Savage was going to kill himself, why didn't he do it right out, and not linger?" He concluded that he would take \$10,000 accident insurance, but would not take it then. He, however, decided to increase his insurance in the Northwestern Mutual, by taking \$10,000 additional in that company.

While with him on this occasion, the agent held a conversation of interest, substantially as follows: The agent said, "Why haven't you been in on Erie? It has been going up, and almost everybody with ready money, as I suppose you have, would have made money." The Captain smiled and answered, "Well, I have been in. Some time ago, a friend of mine said Erie was a good investment at nineteen, as it was then selling. I bought four hundred shares at that figure. Last Thursday I telegraphed my broker to sell, and he did, at sixty-five." The agent inquired who the broker was, and the Captain said, "Dougherty; he has held the shares ever since I bought them. If you will look at Thursday's sales, you will see the sale; in one lot, four hundred at sixty-five." As the agent had the stock reports at hand in his office, he turned to the report of Thursday's sales, and was unable to find it reported. The Captain then suggested Wednesday, but it did not appear among the sales of that day. It could not be found at all, under any day's sale, and the Captain appeared to the agent somewhat

confused in consequence. "Anyway," he remarked, "I got \$18,400 out of it, and Dougherty gave me United States bonds for the amount." The agent then asked why he continued to deal with Dougherty, after having been swindled by him. The Captain turned away, saying they had "made it up."

On his return home the Captain wrote to the agent for \$5,000 additional insurance, the premiums to be paid quarterly. It was obtained for him as requested. The total insurance written upon his life at this time was as follows:

New England Mutual .....	\$10,000
Northwestern (Milwaukee) .....	20,000
Mutual Life (New York).....	10,000
Equitable .....	10,000
North America .....	10,000
New York Life .....	10,000
Commonwealth .....	10,000
Connecticut Mutual .....	25,000
Phoenix Mutual .....	20,000
Travelers (accident) .....	10,000
Mutual Benefit .....	10,000
National of U. S. ....	10,000
John Hancock .....	5,000
Berkshire .....	5,000
State Mutual ...	5,000
St. Louis Mutual.....	8,000
National (Vermont).....	5,000
Atlantic Mutual.....	5,000
Manhattan .....	5,000
Charter Oak .....	2,500
<b>Total.....</b>	<b>\$195,500</b>

Captain Colvocoresses made an appointment with the insurance broker to meet him at the Astor House, in New York, on the 30th day of May. For the purpose of keeping this appointment, as he stated, the Captain left his home in Litchfield, on Wednesday, May 29th, taking with him a russet-leather valise, a small black morocco satchel, an umbrella, and a bamboo sword-cane. Arriving in Bridgeport, he went directly to the Atlantic Hotel, and there took supper. His movements that afternoon and evening are not fully known; but at one time during the evening he is known to have been on board the steamboat which was to sail at eleven o'clock that night, for

New York. He purchased a passage ticket, but afterwards concluded not to go, and so stated his mind to the clerk of the boat, who refunded him his money. He returned to the Atlantic Hotel, where he remained that night. The next day he telegraphed from Bridgeport to the agent that he was delayed, and made another appointment for the following day, Friday, the 31st, at eleven A. M. He appears to have remained in Bridgeport during the day, but his movements are not definitely known. That evening he was seen on board the New York boat, and he was on the wharf when she sailed. From the wharf he went to the Sterling House, accompanied by a policeman, reaching the hotel about midnight. The policeman found him about the steamboat landing, three-quarters of an hour after the boat had left. The officer told him it was time to go to bed. The Captain inquired where there was a good hotel. (He knew the hotels in Bridgeport perfectly well, having often been to both the principal ones.) The house was locked up, but the proprietor was aroused and let the Captain in. He was immediately shown to a room, but it is known that he did not at once retire, as he *was heard pacing the room an hour or more*. He also opened the window, and several times threw out water, as if emptying his wash-bowl. The next morning he again telegraphed the agent that he was further detained, but would go at once to New York by rail, and would call at the agent's office upon his arrival. At about three o'clock that afternoon he put in an appearance at the agent's office, saying that he had been over to the Navy Yard and drawn his pay, and had been to the office of the Manhattan Life, where he had paid an insurance premium. He told the agent he would leave Litchfield the next Monday afternoon, and be in New York again Tuesday morning. He returned to Bridgeport, reaching the Sterling House the same evening, where he remained over night. The following morning, Saturday, June 1st, he went back to Litchfield, and remained at home over Sunday.

On Monday afternoon he left home for Bridgeport, by the Shepaug Valley Railroad. His wife is reported to have said that he left his watch at home, and that he only took two or three dollars more than enough to pay his fare to New York;

that she expostulated with him for taking so small a sum, and he said he could get what he wanted when he reached New York. When he left Litchfield he had with him his sword-cane and umbrella, the russet-leather valise, and *no other baggage*. This valise he sent in the baggage-car, under check, to Bridgeport. Arriving in Bridgeport he went directly aboard the steamer, purchased a passage ticket and secured a state-room. He deposited the valise in his state-room, but brought out with him, on leaving the room, *a small black morocco traveling satchel*, his sword-cane, and umbrella. He was next seen at the Sterling House with the articles described, at about 9.15 P. M. Having asked for supper and found it too late to be served, he went to a neighboring restaurant, where he obtained supper, keeping his satchel in his lap while eating. To all appearances he was extremely solicitous as to the safety of this satchel, both at the restaurant and at the hotel. The same fact was observed at the time of his previous stop in Bridgeport, the week before, when he had the same satchel with him. His conduct attracted the attention of the hotel waiters. At the table he placed the satchel in a chair, evidently *handling it with great care*, and sat in another chair by its side. The head waiter objected to his occupation of two seats. The Captain replied that he would have two or none, and he was permitted to indulge what was then thought to be a mere caprice.

From the restaurant he went to an ice-cream saloon, and thence back to the Sterling House. After talking a few moments in front of the hotel with the proprietor, he asked the way to the steamboat, and the proper direction being pointed out, he started off as directed. After going a block and a half he stopped at Wheeler's drug store, where he purchased two sheets of writing-paper and two envelopes, saying that he wanted one envelope larger than the other, as he wished to enclose the smaller. Having procured these articles, he requested to be directed to the boat, and the druggist, stepping out upon the sidewalk with him, pointed out the way, and remarked that it was then precisely half-past ten o'clock.

This is the last positively known of his whereabouts during his life, a time half an hour prior to the report of a pistol, and a distance of four minutes' moderate walking to the spot

where his dead body was found. From Wheeler's drug store to the boat is eight minutes' easy walking. The boat's time of departure was eleven o'clock, and that night it started promptly on time. Just as the boat was putting off, the report of a pistol-shot arrested the attention of police officer Bailey, who at once ran to the spot whence the sound proceeded, and found Captain Colvocoresses lying upon the sidewalk in a dying condition. His shirt, immediately about the wound, was on fire, the light from which served as a guide to the spot where the body lay. He was lying upon his back, with his left hand pressed to the wound in the corresponding breast; his right arm and hand extended palm upward, and fingers half-closed. Diagonally across the street, in the gutter, lay a large, old-fashioned, percussion-lock horse-pistol. The stock was broken, the detached fragment lying upon the sidewalk some two yards on in a line with the pistol and the body. Closer inspection showed the fracture in the stock to have been an old one, the parts previously broken having been glued together, and further secured by tarred twine wrapped around it. It was evident that the pistol had just been discharged, and the exploded cap remained on the nipple. His sword-cane lay at his feet, about two yards distant, towards the gutter, and his umbrella parallel with it towards the fence. The sword-blade was unsheathed, considerably bent, and bore no stain of any kind. The bamboo of the cane was considerably splintered for a distance of a little more than half the length of the sword-blade. Upon the side of the cane, exactly coincident with the bend in the blade, was a dent, as though it had been grasped at the two extremities and snapped over a fence picket. The dead body and the articles found near it were removed to the station-house, where an inquest was held.

The next morning, June 4th, there was found upon the north side of the street, some sixty feet distant from where the pistol was picked up, a red pill-box containing old-fashioned percussion caps, which, together with a large bullet of about the calibre of the one that had passed through the Captain's body, were tied up in a cotton rag. The rag was tied by knotting opposite corners, in precisely the same manner that a handkerchief found in the Captain's valise was tied, enclosing toilet



articles. It was noticed that a picket in the fence, near where the Captain fell, was notched by a bullet, and farther on, the edge of the steps to the house door was nicked. These marks led to the discovery of the bullet which had passed through the Captain's body. Subsequently, there was found near where the box of caps was picked up, an old, shabby horn powder-flask containing powder, the little end tied up with a much soiled rag. The finding of this powder-horn has a history of its own. It appears that a boy, in passing, saw a bit of rag sticking out from under a gutter plank laid lengthwise with the curbstone, and pulled it out, carrying it a few steps as he walked along. He saw that it was attached to an old powder-horn of no value, and threw it down where it was afterwards picked up. There can be no doubt that the powder-horn was pushed under the plank with a view to its concealment.

Early the next morning after the tragedy, the black satchel, to which allusion has been made, was found on the Naugatuck wharf, under or near a railroad car, at a distance of four minutes' easy walking from the spot where the shooting occurred. One end of the bag was slit open, apparently with a very dull knife, and contained only a blank check-book. Subsequently, upon close inspection of the satchel by the Bridgeport chief of police, a small quantity of gunpowder was discovered in the seams upon the inside. The powder corresponded in appearance with that in the flask. Indentations upon the inside of the satchel were noticed, and it was found by taking the pistol and placing it in the bag, in almost the only position by which it could be put wholly inside, that a concavity had been produced exactly at the point where the large projecting top of the hammer precisely fits. This indentation was worn and polished as though by long continued rubbing of the lock against the side of the bag, and the red morocco lining was found to be blackened by the attrition of the rusty weapon. The pistol was a large, heavily constructed article of French manufacture, with a barrel nearly as capacious as the barrel of an ordinary shot-gun. The stock extended nearly to the muzzle. It was brass-mounted, with a brass plate extending over the barrel at the breech, with a *fleur de lis* crown and the letters F. M. engraved on it. Originally it was a flint-lock, and had been

altered to a cap-lock. The barrel on the inside was quite rough, either from the corrosion of time, or owing to the roughness of finish.

While the Captain lay dying upon the sidewalk, it was observed by the officer who discovered him that his coat and vest were unbuttoned, suggesting the idea that they had been violently torn open at the hands of an assassin. When the body was prepared for inspection and autopsy, the clothing worn by the deceased passed into the custody of the chief of police. The removal of this clothing was effected in a room at the police-station, in which were a number of tramps, and it is supposed that some one of them stole the pantaloons, as unfortunately they were not afterwards to be found. It is believed that they were torn in front at the point where the inner suspender button was attached, the rent extending downward several inches. The suspenders were not taken with the pantaloons, and these afford an indication of the manner in which the tearing was done. In one of the button-holes of the suspenders was found fixed a button that was torn or blown off from the pantaloons, evidently by the discharge of the pistol, as upon the suspender at that place were noticed the marks of gunpowder, and the marks, also, of the scorching from the fire occasioned by the discharge. The remaining clothing consisted of a black broadcloth frock coat and vest of the same material; a navy-blue overcoat of not very stout fabric; a wool undershirt, and a white overshirt with linen bosom. The shirts were burned or torn at points corresponding with the place where the bullet entered the body, but neither of the coats nor the vest bore any marks of the bullet's entrance. Both coats, as well as both shirts, showed rents posteriorly where the bullet tore through them in its exit from the body. The point of exit was below the vest, so that was wholly uninjured. The inside lining upon its left side was found to be blackened as though by smoke, and a pretty sharply defined line, limiting the discoloration by smoke, would seem to indicate that the left side of the unbuttoned vest was folded back at the time of the shooting. A careful inspection of the buttons and button-holes of the two coats revealed no evidence of a violent wrenching open of these garments. The button-

holes had the worn appearance of careful and frequent use. The middle button-hole of one of the coats had the stitching nearly worn out, so that any sudden strain, with the button in place, would have met no resistance except the well-worn edge of cloth. This particular button was always worn fastened. There was no breaking of even a single thread of the cloth; no evidence of a forcible tearing open of the coat by an attacking party. The closest examination of the garments failed to show the slightest proof of any struggle. No part of either coats or vest had the appearance of having been subjected to any unnatural pulling; not a seam was parted. The shirt was much burned at the place where the bullet entered; the burning having been caused by the combustion of powder, a fact which shows conclusively the immediate proximity of the muzzle at the time. The appearance of the woolen undershirt was of even greater significance. At a point corresponding with the burnt hole in the shirt was a very large hole in the undershirt. The latter was of a material which does not readily burn, and the ragged edges of the hole in the undershirt were not even scorched, or in the least blackened. The missing pieces were violently torn away, by the great force of the explosion, at the instant of the discharge. No evidences were discernible, about the cravat or collar, that there had been a struggle of any kind.

In one of the pockets was found a knife having a dull, ragged edge, apparently having been subjected to rough usage. It will be borne in mind that the small leather satchel had been cut open with an exceedingly dull knife. On his person were found, also, about \$2.70 in money, the key to his state-room on the steamer, a card upon which was written the Captain's full name, and a memorandum book.

An autopsy was held sixteen hours after death, in which the following wounds and appearances were noted: A gunshot wound by a bullet; its point of entrance being six inches below the plane of the left nipple and three and one-half inches from the median line. Orifice of the wound, five-eighths by three-fourths inches; edges inverted, discolored darkly; neighboring skin blistered as though by heat. Bullet passed between the eighth and ninth ribs of the left side. It produced a longitudinal slit in the stomach five inches long, and tore through

the body of the fourth lumbar vertebra and the spinal cord, making its exit at that point. Close inspection of the surface of the body showed absolutely no marks of recent injury other than the wounds produced by the bullet.

In whatever light we may regard the teachings of this *post-mortem* examination, it will be well to observe, in passing, that there were none of the usual evidences of a mortal struggle. The shattered and bent sword-cane and the unbuttoned clothing naturally would lead to a search for marks of violence upon the person, such as are produced by grips, blows, violent exertions—the characteristic evidences of a rough assault. Not a finger-mark, not a scratch was found. Nothing but the fearful wound which, in its blistered condition, showed immediate contact of the weapon at the time of its discharge; and which also, in its course, gave evidence of the terrific violence of the explosion. There is no reason for the supposition that a man like the deceased, who all his days had been accustomed to adventures and scenes of personal violence, would have allowed an assassin, or any number of them, to hold his clothing open and shoot him to death without a desperate struggle; and it is in evidence that no such struggle took place.

One of the most remarkable circumstances about the event is that no sounds of a struggle were heard, as there would have been, it would seem, if a murder was committed, and such a struggle had taken place as to break the cane and bend the sword. The testimony of some witnesses on this point is very important and interesting.

A lady directly in front of whose house the tragedy occurred makes the following statement:

On the night of the shooting, at ten o'clock, I went up to my room to sew. I sat with a bright light, both shutters open, though the windows were closed—the light so placed that it shone clearly into the street. I continued sewing till half-past ten, when I undressed and sat down at the edge of the bed. At this time I heard a slight sound as of a stick hitting inside my closet-door. This sound was a very slight one, and more like the breaking of a stick than like footsteps. (The reader will bear in mind what has been related with reference to the splintered bamboo cane.) It occurred about twenty minutes, it seemed to me, before the shooting. On this account I didn't put out my light, but stood up, braided my hair, and ripped the skirt off a dress. I then changed the position of the light, out of range of the

window, so that it did not shine so plainly on the street. I then turned down the light and lay down upon the bed. This was, to the best of my judgment, fifteen minutes before the report. I then heard the report of the pistol, and became so confused that for a time I was unable to collect my thoughts. Having listened for a little while, I covered my head with the bed-clothes. While my head was thus covered, listening all the while, I heard three distinct groans. I then removed the bed-clothes from my head and heard two more groans. These were the only sounds I heard after the report until the people arrived at the gate near which the body lay.

This lady was within a few yards of where the shooting occurred, and her attention having been arrested by what sounded to her like the breaking of a stick, she was timidly on the *qui vive* for every noise. Had there been a call for help, or other sound, at the time, it is certain that she would have heard it.

Another lady, residing in the corner house, at the Main Street end of Clinton Street, says:

I had been in bed about five minutes when I heard a loud report of a fire arm. I jumped out of bed and hastened to the window, where I could get a plain view of the street, but saw no one running or passing out of the street; nor did I hear any outcry, or sound of a struggle, or conversation on Clinton Street, with the exception of the groans of a man who proved to be Captain Colvocoresses. I could distinctly see the policeman as he turned into Clinton Street after the report, but I saw no one pass out either end of the street. My room is on the ground floor; the window was open, but the blinds closed. I was wide awake when the shot was fired, and was at the window in a very few seconds.

Another lady in the same house corroborates the above statement as to occurrences on Clinton Street, saying that she "was awake when the shot was fired, and rushed immediately to the window."

The reader will bear in mind that Clinton is a short street, and is lighted at each end. The lamps are situated so that the women who hurried to the windows, as stated above, could see the entire length of the street, and see the policeman who came in at the Water Street end. Unquestionably they commanded a full view of their end of the street, and had any murderer attempted to escape in that direction they would have seen him; while the policeman would not have failed to notice



any attempt to escape from his end of the street. Again, if a murderer threw away the pistol, secreted the powder-horn, dropped the box of caps and the other articles which were afterwards found, as has been stated, it would seem as though he could not have had time to do all this *after* the shooting, without having been seen by these eye-witnesses.

It becomes a matter of legitimate inquiry to account for the time consumed by Captain Colvocoresses after leaving the hotel and the drug store for the boat. For him to go through Clinton Street was, in distance, quite as direct a route as any, but not the usual one; and the Captain was quite familiar with the way, he having passed frequently over the ground between the hotels and boat. He could not have gone directly to the place of shooting, for that was but a few minutes' walk, while fully twenty-five elapsed before the report of the pistol was heard. How is the time consumed to be accounted for? If the tragic scene was his own planning and performing, then we find that for him to have gone from the drug store to the place where the satchel was found, and thence to the spot where the body lay, would have consumed about twelve minutes, provided he kept walking all the time. But the half-hour that is to be accounted for is amply sufficient for a man who was deliberately walking and meditating upon the deed, and who, selecting a place where the bag should be found, stopped to cut it open, after taking out the pistol it contained. He would still have time to arrange the requisite details in Clinton Street.

To show the probable movements of the Captain during this time, we have the testimony of a man who was occasionally employed on the steamboat, and who left the wharf that night at about twenty minutes before nine o'clock. When he had gone a short distance he met a stranger, who inquired of him as to the way. Subsequently that night he met the stranger again, and gives this statement:

I was passing down Main Street, between Clinton and Union, when I saw a man ahead of me going towards Clinton Street. He stepped out to the right on the curb, to let me pass. It was so singular an action that I looked at him, and he looked at me. I noticed it was the same man whom I had seen upon leaving the boat. He had a small satchel, which appeared to be hung by a string about his neck, and carried a cane and umbrella, and seemed to be arranging some-

thing in his left breast with his right hand. I passed him, turning down Clinton Street, he following slowly. I turned about when I was part way down the street and saw him passing over and going down Main. He appeared to hesitate at the lower corner whether to come down Clinton Street or not. When I had been in my house about twenty-five minutes I heard a loud report like that of a rifle, and soon afterwards recognized the dead man as the one whom I had seen twice before that evening.

Upon opening a box of special deposit, which Captain Colvocoresses kept in the vault of the First National Bank at Litchfield, there were found certain memoranda which, at first, were supposed to afford a clue to the mystery. It unexpectedly appeared that the Captain had been the possessor of a very considerable amount of wealth, which he had invested in stocks and bonds; and it was conjectured that he had the certificates of these bonds within the small satchel which he so watchfully guarded while in Bridgeport. The inference was that he had been stealthily tracked and followed by persons who knew he had these bonds; the bag snatched from him after resistance, which resulted in his being shot to death; and the bonds hurriedly abstracted by the murderers and robbers, who left the empty satchel where it was afterwards found.

The following is a transcript of these memoranda, in the order of their dates:

Sept. 7, 1871.

Ten Central Pacific 1st mort. 6%.....	\$10,000
Eight Union Pacific 1st mort. 6%.....	8,000
Sixteen U. S. Five-twenty's, '67, Jan. and July .....	16,000
Six State of Connecticut 6s.....	6,000
Five Danville, Urbana, Pekin & Bloomington R. R.....	5,000
Four hundred Erie .....	40,000
One hundred and fifty Pacific Mail.....	15,000

In a side memorandum the statement is made of Erie bought for 19, sold for 65; and several other memoranda relative to purchase and sale. The whole list is scratched, altered, and interlined.

Beneath is a statement bearing date of April 4, 1872, which is also interlined, altered, and scratched.

10. Central Pacific 1st mort. 6 $\frac{1}{2}$ .....	\$10,000
8. Union Pacific 1st mort. 6 $\frac{1}{2}$ .....	8,000
5. Danville, Urbana, Pekin & B. R. R.....	5,000
6. Connecticut Sixes .....	6,000
21. Rochester Water Loan Bonds.....	21,000
12. Conn. Valley R. R.....	12,000
20. U. S. Five-twenty's, '67.....	20,000
7. U. S. Five twenty's, '65.....	7,000
10. Shepaug Valley R. R.....	1,000
3. Alabama 8s .....	3,000

A third, perfected list, reads as follows:

May 13, 1872.

The following are the securities which I now hold, and those marked with the letter D. I shall, on my arrival in New York, place in the Safe Deposit, No. 120 Broadway, Equitable Building, for convenience:

D. Ten Central Pacific 1st mort. 6 $\frac{1}{2}$ .....	\$10,000
D. Eight Union Pacific 1st mort. 6 $\frac{1}{2}$ .....	8,000
D. Twelve Conn. Valley 1st mort. 7s .....	12,000
D. Twenty-nine U. S. Gov. 5-20s.....	29,000
D. Fifteen U. S. Gov. 5-20s.....	15,000
D. Six Conn. Sixes.....	6,000
Five Danville, Urbana, P. & B. R. R.....	5,000
Ten Shepaug Valley .....	1,000
Twenty-one Rochester Water Loan. ....	21,000

I also hold life insurance to the amount of \$193,000, and coupons due 1st of May, on U. S. bonds.

G. M. C.

Of these bonds it was learned that the Rochester Water Loan, the Shepaug Valley, and the Danville Road were in the bank at Litchfield, and were of no value whatever. His box at the bank in which he kept his memorandums and papers was quite full, and this circumstance suggested the inquiry as to where had he kept his other bonds marked "D." A letter was received by the Safe Deposit Company in the latter part of May, requesting the company to hold a safe at the Captain's disposal; but he was in New York one day subsequent to the date on which the letter was written, and did not visit the Safe Deposit office. It looked somewhat strange that only his bonds and papers of little or no value should have been kept at the bank.

It will be observed that the memorandums do not indicate the numbers of any of the bonds, though it would seem that a man

who actually held such securities, and was about to deposit them with such care as to leave a memorandum at home, would be particular about the numbers. Owing to this omission it was impossible to trace anything but the twelve Connecticut Valley bonds. They had been issued but a short time, and a protracted, thorough and complete search developed the fact that Captain Colvocoresses *never owned any of these bonds.*

The investigation as to Captain Colvocoresses's ownership of the bonds covered a broad field of inquiry, and many important facts were gathered. The evidence touching this feature of the inquiry was submitted by the insurance companies to Judge McCurdy, who tersely epitomizes the facts and expresses his views as follows:

The obtaining such an immense amount of insurance, making so small a payment of premium, and dying immediately after, create alone a suspicion of fraud. But the suspicion is greatly increased by the accompanying circumstances. He, of course, was fully aware that, to remove this suspicion, it was necessary that he should appear to be possessed of a large property to justify the amount of insurance, and to enable him to meet the premiums. It was with this object that he seems to have prepared the memorandum of bonds, evidently, and indeed ostentatiously, to be exhibited after his death. It will be observed that this kind of property is most difficult to be traced—bonds having no ear-marks. This list was deliberately prepared and revised, with slight changes, three times. It amounted each time to about \$100,000, and the last two memorandums contain twelve bonds of \$1,000 each—in all \$12,000, of the Connecticut Valley Railroad Company. Now, it has been ascertained, beyond all question, from the parties who held all the bonds of the company, and have held them from their issue, that *he could not by any possibility have ever held a single bond of this road in his possession.* This fact stamps the character of falsehood and fraud upon the whole list. There is no reason to suppose that he held any of the bonds which he names, except those of the Shepug Road, of no value; the Danville Road, and the Rochester Water Bonds, of no value.

There is no reason to believe that he at any time, except when he drew his prize money, was worth more than \$10,000, including his place at Litchfield. He had no visible means of making money. His salary was barely sufficient to support his family. His prize money (\$17,338) was invested and lost in Rochester Water Bonds. The pretense that he made a large sum by an Erie investment is proved to have been a sham. His family and friends knew of no amount of property. Mr. Holmes, who kept his papers and accounts, and must have been acquainted with his circumstances, says he never

was worth more than \$8,000 or \$10,000. He borrowed small sums from time to time of the Litchfield Bank—apparently to support his family—and repaid them when his salary became due. When he attempted to borrow a large sum he had no collaterals to offer as security, except the worthless Water Bonds, and he died in debt to the Litchfield Bank without a sufficient security. He kept no known deposits or accounts with banks or brokers. His business was principally done through Messrs. Cisco & Co., and the transactions (except in one instance, amounting to \$4,000) were very small, running from \$300 to \$1,000. His sworn assessment list shows less than \$400. If he had bonds to the amount of \$100,000, where did he buy them? Where did he get the money to pay for them? How long had he held them? Where did he keep them, and why not continue to keep them as before? Where did he cash his coupons? At the instance of his family, the President of the Board of Brokers publicly requested that any persons who had furnished him any bonds, or assisted him in any bond exchanges or negotiations, should make it known; but there was no response. The most skilful detectives have been unable to discover any such transactions. The whole pretense is a manifest and palpable falsehood.

Assuming it, therefore, as a fact beyond all question, that he was not, at the time of his death, worth more than \$10,000, it follows that he could not have taken out insurance to the amount of \$200,000 *in good faith and for an honest purpose*. His first premiums, amounting to nearly \$11,000, would have absorbed all his means, including his house, and if he had lived to the age he had a right to expect, the aggregate of his premiums would have reached the neighborhood of \$150,000, exclusive of interest.

He was evidently aware that his taking such an unusual amount of insurance would be a source of suspicion, and so he gave as a reason for it that he had a suit pending at Washington against the Government, involving about the same amount, and as he might lose that, he wished to secure himself in this sum. Now he had, in fact, no suit for any sum at all; he had only applied to the proper department to make an abatement of the assessment (about \$1,700) on his prize money, which was refused.

On the morning of his departure from Litchfield to proceed upon the last journey he was to take, as reported by his own family, he betrayed more than ordinary emotion, and gave evidence of a depth of feeling quite unusual. Three times did he return to bid them adieu, and the third repetition of his fond farewell called forth the remark, "Why, one would think you *expect never to return*!" He was strongly attached to his family, and his domestic relations were those of an affectionate and happy household. This fact has been published as tending



to discredit the theory of suicide, and it has been alleged, also, that there was entire absence of motive for such a deed. When it shall become known what constitutes sufficient motive for the act, then, and not till then, can we truthfully make such declarations. The mind of the person who commits the deed is the sole judge of the sufficiency of the reason, and persons meditating suicide always keep their own counsel.

It has been alleged, further, that the pistol being found across a street some thirty-five feet in width was conclusive of human agency other than that of the deceased. A murderer may intentionally leave the weapon near his victim with the design of diverting attention from the true manner of death, yet in such cases the weapon is usually left near the body. The distance which this pistol lay from the body can be accounted for in two ways: 1. It could have been thrown by an assassin—and this explanation might be considered if there was any evidence showing that an assassination had been committed; 2. If heavily overloaded and placed by a suicide against the elastic walls of the chest, and thus fired, the recoil of such a weapon, in the opinion of persons competent to judge, would have been quite sufficient to cast it forty, fifty, or sixty feet away. That it was heavily loaded is proved by the loudness of the report, arousing the whole neighborhood, and by the course of the ball. This bullet passed through the body, through the corner of a picket, a part of the fence, and then it struck a door-step directly upon a nail, driving the nail before it with prodigious power.

We have already described the pistol. It certainly was not such a one as highway robbers make use of in these days of perfected weapons. It was so large as not to be easily concealed or carried; it was of such peculiar workmanship it surely would be traced to suspicious ownership; the report of its discharge was like that of a small cannon; its lock was rusty and difficult to work—altogether the least possible offensive weapon of the modern city robber. It is well known that suicides frequently make use of some old useless pistol, or a gun-barrel merely, and furthermore they are apt to overload them. It is not probable that a modern instance can be cited wherein a premeditated robbery has been planned and executed with the

aid of such a weapon. The most thorough search, stimulated by the offer of large rewards, failed to discover any trace of murderer or murderers.

The preliminary proofs of loss under the several insurance policies were duly presented, when the companies, generally, denied liability on the ground that the death of Captain Colvocoresses was the result of a settled and deliberate purpose to destroy himself and defraud them. The whole matter soon passed into the hands of counsel, and preparations were made to defend the expected suits at law. Finally, a proposition for negotiations, with a view to an adjustment by compromise, was favorably received and entertained by counsel representing the companies, and resulted in an amicable settlement of the several claims in the manner indicated.

#### THE MONROE SNYDER CASE.

In the staid, quiet old borough of Bethlehem, Pennsylvania, whose atmosphere is pervaded by the wholesome influences of that good, old-fashioned Moravianism which is seen in the works and ways of its citizens, a mysterious event occurred on the morning of February 22d, 1873, which greatly perplexed these excellent people. In the glowing words of their local paper, "men ominously shook their heads, women cowed in fearful contemplation, children looked bewildered—all felt that the community had been outraged." The cause of this dire consternation, when stated in plain prose, was the finding of Monroe Snyder's dead body in the shallow stream of Monocacy Creek, just below the old South Bethlehem bridge. Mr. Snyder was a citizen of good standing in Bethlehem, and it was believed that he had been cruelly murdered and his body thrown into the creek. A hurried inspection of the corpse revealed three cuts or stabs, all of which were located upon the abdomen. The coroner soon arrived, and after viewing the situation, he empanelled a jury, and at once entered upon the usual superficial method of conducting such inquests. Under his direction, an examination and autopsy of the body was made by three physicians, who do not appear to fully agree in their testimony as to the depth of the abdominal wounds, but they all were of the one opinion, that death was caused by an

effusion of blood upon the brain. There was no external mark of violence upon the head, nor were there any wounds or lesions upon the surface of the body which the most thorough inspection could detect, except the three stabs upon the abdomen. These wounds were not regarded as immediately dangerous to life, and were not even temporarily disabling. They were supposed to be peculiar in shape, as though made by a pointless knife, or a knife having a broad cutting end. Two of these cuts were upon the right and one was upon the left side of the median line. One was on a level with the navel, one was an inch and a half, and the other an inch and a quarter above it. It is possible that one of them barely pierced through the abdominal walls into the cavity of the abdomen.

There were several inches of snow upon the ground at the time of the occurrence, and an effort was made to discover in the footprints or other marks about the bridge some token which would afford a clue to the mystery. Certain marks were observed, and thereupon it was reasoned out that Mr. Snyder was assaulted at the upper end of the bridge and struck upon his head with a sand-club, which left no mark, and was knocked or thrown over the side of the bridge, falling insensibly upon the snow beneath. There was noticed what seemed to have been the impression of a person having lain there, and around it were footprints in the snow. It was further conjectured that the inanimate body was thence carried underneath the upper or dry arch of the bridge, where it was robbed of such money or other valuables as may have been upon it, and that then (for what purpose it would be difficult to guess) the abdominal wounds were inflicted. To effect this stabbing, the clothing was carefully unbuttoned and turned aside sufficiently to facilitate the purpose, and afterwards decently adjusted. The pantaloons, vest and coat were properly buttoned immediately over the stabs. This having been done, the apparently lifeless form was carried—not dragged—through the arch to the opposite side of the bridge, where the assassin entered the water and threw his burden into the shallow creek, to give an appearance of death by drowning. Footprints going towards the water from underneath the arch were noticed, but there were none returning from the stream. The observers were at a loss to

account for this at first, but finally concluded that after throwing the body into the creek, the assassin "walked in the water up or down, and ascended the bank at some point not yet known."

All that was lacking in evidence was supplied in speculative theories, and upon the evening of the same day the jury returned a verdict that "Monroe Snyder came to his death by effusion of blood upon the brain, caused by a blow upon the head inflicted by some person or persons to the jury unknown." It may be observed that there was not a particle of evidence to support the finding that Mr. Snyder had sustained a blow upon his head. The effused blood was by no means evidence of it, for the effusion was in no respect different from that which arises solely from internal causes, independently of any external violence whatever. As a matter of fact, it may be stated also that it was afterwards learned that what was supposed to have been the impression of Snyder's body lying in the snow upon the bank at the upper end of the bridge, was made by other parties during the night previous to the one upon which Snyder perished.

The hastily rendered verdict was in full accord with the temper of the community, but upon sober second thought there was manifested a feeling that further investigation ought to be made. Some things gradually came to light which looked queer, if not altogether unaccountable. At first it was supposed that Mr. Snyder had been robbed as well as murdered, but subsequently it became known that he had nothing valuable upon his person of which he could be robbed. He had left his watch, pocketbook, and safe-key at home that day before going away, and there was no reason to believe that he had any money or other valuables about him at the time of his death. Finally it began to be whispered that Monroe Snyder may have committed suicide, and different opinions and theories were at length entertained. As a result of all this conjecturing, the coroner recalled his jury to a further hearing of evidence in the case. During several ensuing days voluminous testimony was taken, the evidence being sharply scrutinized by the legal adviser of Mr. Snyder's son Lewis, the district attorney, and others.

We learn from the evidence of Mrs. Kresge, sister of the deceased, that Snyder called at her house the Wednesday before his death, where they held a kindly conversation upon family matters. He was dispirited and sad, but not more so than she had seen him on former occasions. His hearing had become impaired, and he was apprehensive that it was growing worse; and in speaking of this he cried about it and said he was going to New York to consult an aurist. He said he would go the next Friday, and that if anything should happen to him his folks would be able to help themselves. He spoke of a dream that he had had of their parents, who were dead long ago. He appeared melancholy, and when he said "good-bye" he was still crying on account of (as witness believed) his defective hearing. He parted with his sister upon the porch, walking away slowly, and she went back into the house to the front window. From the window she saw that he was still crying. He turned and looked back, and when he saw her at the window, he wiped his eyes with his handkerchief.

The day and night following this interview with his sister he was engaged in writing the closing portion of a lengthy confidential letter addressed to his son, Lewis W. Snyder, which will hereafter appear. Lewis says, in evidence, that he retired that night at ten o'clock, and does not know whether his father was then in bed or not.

The next morning, Friday, February 21st, Mr. Snyder left for New York by the early train. It was rainy, but he took no umbrella. No one seems to have known what his business in New York was, there being no evidence of his purpose other than that which he had stated to his sister. His son Lewis says, in evidence, that he had not been able to ascertain where his father went while in New York; that he had made inquiry, but without avail. It is not known that he consulted an aurist. He rode in the same car to New York with a Mr. Worman, and upon their arrival in the city they separated at West Street, Snyder remarking that he wanted to buy an umbrella, as it was then raining. He appeared to Mr. Worman to be in his accustomed health and spirits.

Mr. Worman left New York by the half-past five train that afternoon to return home. On the Jersey side he found Mr.



Snyder in the smoking-car, ready to return by the same train, and they again rode together part of the way, conversing a little. The train was delayed some twenty minutes or more at Glendon, and Mr. Snyder asked what caused the delay, and inquired of Mr. Worman if he thought the train would arrive in Bethlehem in time to catch the omnibus. Worman replied that he thought it would not. Snyder said that he hoped it would, as he did not like to cross the bridge alone. The bridge he spoke of was not the one near which his dead body was subsequently found, but a long, covered structure near the Bethlehem Depot, known as the Lehigh bridge. It is necessary to cross this bridge to pass from the depot to the borough of Bethlehem. Worman noticed that Snyder had a new umbrella with him, and remembered Snyder's saying that he hoped it would not rain on the morrow, as he intended to go to a funeral at Howerton. According to Mr. Worman's evidence, no one but himself spoke to Snyder between Easton and Bethlehem Depot. Arriving at Bethlehem, the omnibus was not in waiting; and as Mr. Worman's way home lay in a different direction from that of Mr. Snyder, he bade the latter "good night" and went directly home, leaving the car in advance of Mr. Snyder.

The testimony of Mr. Wilson is somewhat conflicting with that of Mr. Worman. Wilson entered the train at Freemansburg and rode beyond Bethlehem to Allentown. He was well acquainted with Mr. Snyder and rode in the same seat with him to Bethlehem. They conversed at considerable length upon Snyder's business matters. Worman, whom Wilson did not know at that time, sat behind them. Wilson swears "positively no one talked with Mr. Snyder from Phillipsburg up" but himself, and that Worman followed Snyder out of the car—not preceded him. Mr. Snyder asked Wilson to stop off at Bethlehem and pass the night with him at his house.

Deficient and apparently unimportant as this evidence is, it is all the knowledge we have concerning the man up to the time of his leaving the train to go home. Did he go home? Mr. Lewis Snyder says that he has no information or knowledge that his father was at home after leaving for New York that Friday morning.

During the first inquest there was nothing known to the public touching Mr. Snyder's whereabouts after he left the cars upon the arrival of the train at about 9.10 P. M. At this stage a new witness appears. Augustus Billing, the aged toll-keeper of Lehigh bridge, tells his story as follows:

It is my business to light the lamps on the bridge and put them out. I generally light them at dark and put them out about ten o'clock. On last Friday evening, about five minutes before ten o'clock, I went across the bridge to put out the lights. There are three lights on the bridge; the middle light in the center. I knew Monroe Snyder pretty well, and knew where he lived. I did not observe the passengers who came on the train. When I went to put out the lights I did not see any living, moving thing. I saw nobody walking on the bridge, either in the drive-way or elevated walks. I think I would have seen them if anybody had been there. I always begin to put the lights out at the other end of the bridge. I did so that night, and walked in the foot-path because I have to. Nobody walked towards me. Between the two lights, the middle and the outer light at south end, I came upon a person lying on his back on the foot-walk. His hat was off, lying about three feet from him, and when I saw the body lying there I thought it was a drunken man. I had a common lantern with a tallow candle in it, and when I came up to this person I set the lantern down upon the walk. Then I went to the body and shook it gently. I didn't know who it was then, and I said, "Get up here; you'll freeze to death." He didn't show any sign of life then, and I shook him again a little harder. Then he gave signs of life just the same as one waking from sleep. When I saw he was awaking I took him by the shoulder and raised him into a sitting position. Then I said again, "Get up here, you'll freeze to death here." Then the man said, "I can't; I'm stabbed." Then I said, "I'll help you." I lifted a little to assist him, but he got up pretty easy. Then I said, "Here is your hat," and I went and picked up his hat and put it on his head, and then *I saw it was Mr. Monroe Snyder*. Then he said again, either "I am stabbed twice," or "They stabbed me twice," or "He stabbed me twice." Then he pulled up his waistcoat. His coat was unbuttoned. He pulled out a little of his shirt on the right side, and wanted to show me where he was stabbed. I looked, but could see no blood or cut on the shirt. I took up my lantern to look, and I doubted that he was cut. Then he said, "I think I can go home," and he turned towards this end and walked a few paces, and I went to extinguish the light on the south end. I put out that light and turned back to put out the middle light, which I did, and did not see Mr Snyder when I got back to the middle light. Then I came over to put out the last light on this side, thinking that he might have fallen down the steps, for I did not see him any more. Then I put out the last light and had

nothing but the candle lantern. I looked all around at the end of the bridge, but saw nothing of him. Then I went down the street a little way, looking all over the street and sidewalks to see if anybody was moving. I saw no one, and then felt easy about his getting home. I went into my house and to bed. That is all I knew of it till I heard his body was found. I did not find an umbrella on the bridge, though I have looked since. It was about five minutes past ten when I got home. When I went into my house I mentioned to my wife and family that I had saved a man from freezing to death; that it was Monroe Snyder, and that I thought he was drunk. I didn't take particular notice whether he staggered or not when he walked off. I neither heard nor saw any more of him until in the morning, when I learned that the body of a man had been found in the creek, and some time during the forenoon I heard that it was the body of Monroe Snyder. After hearing of Snyder's death, I went along the bridge to see if I could find any blood at the place where he told me that he had been stabbed, but did not find any. I heard that they had an inquest on Saturday; heard of it before night, but did not come over to tell the coroner what I knew about it. I did not send him any word of what I knew about it. I did not tell the coroner at any time. I told Mr. Charles Bodder, one day this week, that I had seen Mr. Monroe Snyder on the bridge. Before I told him I came over to Mr. Misch's to order some coal, where we commenced to talk about this matter, and he told me they were to have another inquest. I think it was on Tuesday forenoon. Then I went home, and I thought that I would go and tell the inquest what I knew about it. I went back and told Mr. Misch to tell the coroner to send for me when he began. I told Mr. Bodder afterwards. I was then subpoenaed as a witness. I told Mr. Bodder on Wednesday, and told him not to say anything about it. Then Mr. Irwin, the burgess of the borough, sent for me. I met there two detectives from New York, who examined me very closely. At first I refused to tell them anything about it, because I was a witness and I thought I would then have to testify anyhow. I thought Mr. Snyder was drunk that night, and told the burgess, the detectives, and Mr. Bodder that I thought so. The reason I didn't ask Mr. Snyder where he had been stabbed was that I did not see any marks, and didn't think he had been stabbed. I am positively certain that Monroe Snyder was the man I saw that night. He did not ask me to help him, if he had, I would have gone home with him. I did not know that it was customary, when an inquest was sitting, for all who knew anything about it to come and tell it. After it was known who it was that was found in the creek, I did not make it public about finding him on the bridge, because I was afraid people might blame me for not going home with him. It happening that he was dead after I had seen him, I was afraid I would be very much blamed for not going home with him. When I heard that the second inquest was to be held, I

thought it time to make it good, and so I told Mr. Misch to tell the coroner to subpoena me. It worried me that I had not come forward at first to tell what I knew.

Mr. Charles Bodder testified regarding a conversation which he had with Mr. Billing, the toll-keeper, about Monroe Snyder, and repeated the conversation at great length. It was the story of Mr. Billing's finding Mr. Snyder on the bridge, and all the circumstances connected therewith agreed perfectly with the testimony given by Mr. Billing. On the same day, while walking over the bridge, he found a paper sticking between the boards a short distance from where Mr. Snyder was said to have been lying. It was an envelope from which one end had been torn squarely off, so as to admit of drawing out the enclosure. It was postmarked "Danville, N. J., Feb. 1st, 1873," and addressed to "Mr. Monroe Snyder, Bethlehem, Pa." This envelope had been picked up from the floor of the bridge on the same day Snyder's body was discovered in Monocacy Creek, and the man who found it placed it between the boards where it was afterwards seen by Bodder.

It does not appear that Snyder was seen so as to be positively identified, after he left the Lehigh bridge. At a later hour during the night it so happened that some two or three witnesses noticed a solitary person in the vicinity of South Bethlehem bridge, and one of the witnesses thought at the time that he recognized the figure of the person as resembling that of Monroe Snyder, whom he knew. It was then past two o'clock in the morning, and was a pretty cold night. The person was standing in a leaning posture, on the bridge against its south parapet. Witness walked close to him in passing, and looked back over his shoulder after passing, and saw the man still standing there.

Mr. Snyder had been unfortunate in some of his financial investments and speculations during the two or three years preceding his death, so that his estate was impaired to such an extent as to subject him to serious embarrassments. His residence and other real estate were mortgaged for a large amount, and what money he could raise was invested in hazardous slate and ore speculations, from which he derived no income or profit. By the highest estimates, the total value of his property

was \$27,500, while his liabilities amounted to more than \$36,000. Among other efforts to retrieve his diminished assets, he had entered into business relations with a Mr. Lynn, which proved to be the cause of much annoyance and trouble. The day before leaving home for New York he effected a settlement with Lynn, disposing of the leases which he held for operating in hematite ore in New Jersey. He then completed a lengthy written statement addressed to his son Lewis, wherein he speaks of the settlement just effected with Lynn.

An ill-defined rumor concerning the existence of such a paper was afloat, and Mr. Lewis W. Snyder was recalled to the witness-stand, when the district attorney called the witness's attention to the fact that much had been said about a certain paper which was left addressed to him, and asked if he would show that paper to the coroner and jury. The witness replied:

"No, sir, I will not. It is a purely private matter which has nothing to do with this case. I found it in my father's safe on Sunday morning after his death. He also left a will. I am directed in the instrument not to reveal its contents. It reveals nothing bearing on the case."

The legal adviser of the witness here interposed and said that he had read over the paper referred to. That it directs about certain stock; instructs his son, the witness, to keep out of certain enterprises, and gives a great deal of information solely regarding business. It speaks of his holding some doubtful securities, and of other matters which it would be entirely improper to lay before the public. It speaks of enterprises in which the prospects may be good, but counsels sticking to legitimate business, which is surer, though it returns less profit.

The coroner expressed a desire to see the paper. The counsel for the witness said that he could not, that it had nothing whatever to do with the case. Some sparring between the lawyers ensued, and the witness said that he must decline to show the paper. The district attorney remarked that unless the paper was shown, there might be unfounded suspicions against the witness, which would be removed by its exhibition, and that the coroner *must* see the paper. The witness's counsel here exclaimed, "Commit him if you dare. What is this suspicion founded on? Nothing. I will agree to let the dis-



trict attorney see that paper, but the coroner cannot, and I have instructed my client not to show it. If the district attorney thinks it should be made public, I will so instruct my client."

The witness and his counsel then retired with the district attorney, where they privately examined the much talked of paper, and upon their return to the jury-room the district attorney said that he saw nothing whatsoever in it which in any way connected it with the case. The handwriting was identified as that of the elder Mr. Snyder, and the prosecuting attorney expressed himself as perfectly satisfied.

But the effort to suppress this important manuscript did not succeed, and the demand for its production was reluctantly complied with. It was produced upon the condition prescribed by the counsel of Lewis Snyder, that a separate oath be administered to the coroner and jurors that they should not divulge its contents. The representatives of the press then demanded the publication of the letter, and those having it in charge, fearing the censure and odium as well as suspicion that would be aroused and expressed if they longer pursued this policy of silence, reluctantly yielded, and the letter was published. Its contents have such an important bearing upon the questions involved in the case, that we here introduce a verbatim copy:

TO MY DEAR AND MUCH BELOVED SON LEWIS—Lewis, sometimes I feel, and it appears to me that I want to be here, with you and Mother, on this world, long, any more, but we dont know what God will let happen with us, but we have to submit. I dont hope to get killed or die soon; but sometimes, I feel and think that I would not be in this world long any more. Lewis, if God calls me home, or away from you and Mother, you must do the best you can. first of all, be kind to mother, whatever you do, and see that she is well cared for. Lewis, I have more Debts than you know, or that you think, but I cant help it; you know that I have always tried to do the best I could, but oftentimes, where I thought I could make something, I lost. I often thought I would tell you more about my circumstances, than I did but, when I meant to tell you, I could not do it, and if I would, it would not make it any better. if I could turn things into money, what I would like to sell, I could shift it round; but there is no sale for nothing at present. Lewis, I have my life insured for Sixty-five Thousand Dollars, altogether. for 20 Thousand

in the Penn Mutual life insurance Company of Philadelphia, and for 30 Thousand Dollars in the Mutual life insurance Company of New York, and for 10 Thousand Dollars I have an accidental Policy in the Hartford Company of Connecticut; and 5 Thousand in the Mutual Protection life insurance Company of Philadelphia; which is for the benefit of mother 20 Thousand in the Penn Mutual is for mother; and 10 Thousand in the Mutual Life of New York is for mother. All my other insurance is for your benefit, if anything should happen with me, Lewis, get the money out of the insurance Companys, for they have to pay it. the Agents of the Companys I insured in, will assist you, and pay all my debts, for I borrowed some money to pay the premiums on the insurance, so that my Creditors could perhaps get a hold of insurance, and if they could not, pay all my debts, and be a man, so that nobody can say, that they lost money on your Father. You can pay all my debts, and hold all the property, if you get the money out of the insurance Companys, and have money left. I insured to much; it costs to much money to keep it up, or to pay the premiums, but, I am in now, I will keep it up, if I can, Lewis keep out of these Companys, for it is worth nothing to be in these large Companys, and be very careful that you dont get Cheated so much, and dont let people talk you into all these things or into anything. Lewis, dont show this paper to any body, whatever you do, dont let any person see it; Keep it entirely a secret, if anything should happen with me, sell my interest in all these Iron mine or ore Leases, it is to expensive and very risky Business, and dont listen to what other people tell you, and tend well to your store. The insurance Companys must pay the insurance, what I am insured they cant get out of it, if, I am gone once, dont let people know for how much I am insured, or how much I am in debt. Keep it as much secret as you can, for not everybody need to know, for it wont make it any better, but when you get the money out of the insurance Companys, if it ever should happen so, dont think you would keep the money and not pay the Debts for that purpose I insured so much that all my debts can be paid if anything should happen. you can pay the Debts, and have some money left, and keep all the property what we have, if you manage it right. the Agents of the Companys will assist you in taking the affidavits for Proof of Death, and so on. Lewis, you will find my last will and Testament, in the safe in a sealed envelope, Lewis, dont do as I have done, dont let people talk you into anything, to go security, or endorse notes to the Banks and all sorts of such things; be very careful about such things, and dont do as I have done. I done a great deal to much of such things. Lewis, keep that safe, and the gold and silver money what is in the safe, keep that without fail, and keep all the property for the present time, if I should be called off; for in course of time the property here will bring a good price. I made you my executor in my will, if anything hapens with me you must take my will to Easton to the Registers

office, inside of Thirty days of my death, and take out your papers as executor of my estate; the man that signed the will, as witnesses, you must take to Easton to testify to the will; you dont need to give security as Executor, you can take an inventory, or an appraisement of my things and before you have to keep a sale, you can see wether you get the money of the Insurance Companys or not.

MONROE SNYDER.

Lewis, I dont hope or expect to die soon, or get killed; but god only knows; we cant tell. life is uncertain, but Death is certain. about keeping Llewellyms insurance Policy up, if he lives longer than I, you can do as you please, or as you think best, try and keep everything as it is, and as quiet as possible, it is of no use to let every body know how things are. I know if something should happen with me, mother would trouble herself a great deal about it; if it should be the case take good care of her whatever you do.

Lewis I think I told you, that the Penn Mutual life insurance Company holds a Mortgage of five Thousand Dollars on our house, for which they hold one of my insurance policy's of five Thousand Dollars, as colateral security, I have a paper in the safe that shows it, and the receipts that I paid the premiums on it. they also hold a fire insurance Policy, as colateral security, which is transfered to them, you must see that it comes all right. Jonas Snyder holds the fire insurance Policy on the Drug Store Building as colateral security for Mr. Taylors mortgage, that Policy is not transfered. I have a receipt in the Safe from Jonas Snyder. Lawyer Stout, at Easton, is the agent for the fire insurance Company, where the Drug Store property is insured in

Mrs. Reeder at Easton, holds the insurance Policy on your stock, as Colateral security, for the       Thousand Dollars, what Shoemaker had loaned of her, Lawyer Reeder attends to her business, so that you can find everything, and try and straighten it up, for Gods sake

MONROE SNYDER.

LEWIS, I think it would be best, if something should happen with me, if you would get every thing appraised and sell it. Mother can take, at the appraisement, what she wants; and anything of the personally property you want, you can buy; but the houses, or Real estate, you cant buy, because you are my Executor, you cant give a Deed to yourself, but Mother can buy the Real estate, or get a good friend to buy it for her, and she can take the deeds, and afterwards give you another Deed. I think that would be the best way, and about Grand Mother Beils Estate, see that it comes all right, so that Daniel and Reigel, who are my security, need not to pay anything for me. the best way I think is to sell everything after I am gone, as soon as you get the money out of the Insurance Companys for that matter about the St Nicholas Slate Company and others might make you trouble, where I am security, if the property is not sold

if you sell the property for cash it wont come so high and if you gave the money of the Insurance Companys for my insurance that would be the best way. anything of the personal property you can take, by the appraisement, or buy it, you and Mother can keep all the personal property, keep by the appraisement or buy it; dont let that safe go to Strangers, keep that, and keep the silver and gold money, what is in it; if you dont keep the other money, if there is any, the silver and gold. dont say anything to nobody, that is some of Grandpaps yet, and William and Amanda had some when they died; that is in the safe yet, and yours to, what you have for a good many years. Keep all that, and dont let Mother give all her money, if I am gone, so that she has something to live. if the insurance is all paid, you can get along right well, and I cant see no reason why they wont be paid; for the premium is all paid; on the Policies, and the Companys are all good Companys do the best you can, but never go security for nobody, nor never endorse a note, for no man, no matter who he is, if you manage right, you can get along, without asking any body to go security for you, or to endorse for you, dont give up Shoemakers Slate Stock Certificates, what I hold, as Collateral Security, until he has settled all his notes, what I have endorsed for him. This Guardian thing you also must settle. Charles things are all settled, but Owen Beils child, I am Guardian for, and for Lewis Berkenstocks two little girls. if I am not here any more they will get other Guardians, but dont go Guardian for nobody, it only makes trouble. but see that these things all come right, the Books and papers about this Guardian business are all in the safe; they show everything how it is. Lewis you know how it is with the wagons; that one of them belongs to you, which one you want, and the Sleigh, wolf Robe, and Blanket, and Bells, are also yours. it was bought for you, and you must keep it. if Henry Beil ever asks you to take that Slate Stock back, what he got of me dont you do it, or pay him any money; dont give him a cent, for he cant make you do it; perhaps he will never ask you; I dont know as he will; he never asked me to take it back; if he would or ever will, I wont do it; only see that Grandmother Beils estate is settled up right, so that they cant say that they did not get their money, and if the securitys had to pay anything, I think Daniel is pretty severe, if he gets mad once at anybody. mother's money you must take care what she gets out of the insurance Companys for she cant you must see to, that you will also find, a receipt for your Stock in the Drug Store, so that you can hold that; perhaps my creditors might try to get a hold of it, but I dont see how they can, if you have this receipt; that shows that you paid me for it; if anything happens with me, settle everything up, all right, and as soon as you can; and as quiet as you can; the sooner, the better, if you sell the houses, let mother buy them, or get a good friend to buy them for, and she can take the deed, and give you a deed, again; I think Henry Beil would be a good man to buy the

houses for mother; you cant trust anybody, particular no stranger, perhaps, if you would get Hess to buy it, he would not let you have the half, any; if you sell the houses, for cash, or a short credit, they wont come so high, and you can do that, because, you get the money out of the insurance Companys if Mother ever gets money of the insurance Companys, if she live longer than I do, you must take care of it, for she cant, and dont let her lend out, unless you see it if you put it in a good national Bank, I think that is the safest or take the first mortgage on Real estate. Whatever you do, dont let people be lei you, or lei you in things as they did me; and stay out of these Companys; never go in a Company of no kind, for it is worth nothing to be in these Companys, but you are old enough to look a little ahead, and dont spend much money on them Iren ore leases; if you can get a little something for them, sell and if no let them run out, and dont spend much money on them; for it is very risky Business; lottery Business, as Mr Jacob Hiestand said. Lewis, I settled up everything with Lynn; he is to pay everything we owe, over in Jersey.\*

So now Lewis, keep out of these things as I told you often, because it is worth nothing; this mining is very Risky Business; dont spend any money on them Leases what I hold, if you can get anything for them sell them; if not let them run out;

if anything should happen with me, which I hope it wont, but we dont know, for life is uncertain, but death is certain, Lynn must pay everything what owe in Jersey, for Lumber and work and for hauling the ore, and Klines Royalty and Klines Timber, and everything, before he can get them notes, what he left me as colateral security. I also gave him that Lease there at Klines, what I had on Henry R. Keuntz land otherwise I could not settle with him.

MONROE SNYDER.

This letter tells its own story of despondency and of impending bankruptcy. "Lewis, I have more debts than you know, or that you think; but I can't help it." If the harassed debtor only could "shift around," there would be some hope, but there was "no sale for nothing at present." Then he immediately adds, "I have insured my life for \$65,000," and proceeds to enumerate the companies, and the amounts insured in each. The aggregate sum is rather large for a man of his age and means. Even the payment of one annual premium must have been burdensome, for it appears that on his policies the estimated yearly payments, less dividends, would be \$1,869. As

\*He here expresses an opinion of certain men, which has no connection with the question at issue.



a matter of fact, he was unable to pay his premiums in full, and he gave his note in settlement of one of them. His bank-book had been posted, and not a cent was due him as a depositor. His check was protested, and several notes were rapidly maturing which he was unable to meet. As guardian, he had been cited to file his account, and at a time when it was impossible to pay his wards a dollar of their money. He knew that before another season would pass he must be regarded as a ruined man. It will be observed that he looks forward to the sum insured as the sole hope of saving his estate to his family. In short, he says, "I insured so much that all my debts can be paid."

According to the evidence of one of the agents, the insurance last placed upon his life was solicited by the agent, and not by the insured. Snyder was unwilling to insure unless he could trade off some of his slate stock in payment of the premium, and the agent undertook to dispose of it for him, but without success. Finally, he consented to give his note for one premium, which he did in the sum of \$517.80.

With a view to detect, if possible, the guilty person or persons who had caused Mr. Snyder's death, numerous witnesses were subpoenaed and every rumor thoroughly sifted. Under the stimulus of rewards exceeding \$5,000 in amount, the best detective talent of New York and other cities was actively at work. But no trace of an assassin could be found.

Finally, the evidence being all in, the jury after an hour's deliberation found that Snyder's death was occasioned "by an effusion of blood upon the brain, caused by injuries received at the hands of a person or persons to the jury unknown." This verdict, as compared with the previous one found by the same jury, differs therefrom in assigning, as the cause for the effusion of blood upon the brain, simply the word "injuries" (with all that the word implies), in the place of a "blow upon the head." Evidently, after a protracted hearing of the evidence, the jury had become satisfied there had been no blow upon the head. There certainly was no external visible sign of such blow, according to the evidence. Nor were any "injuries" found upon his person other than the cuts upon the abdomen, and to these, *ex necessitate*, the jury must have

referred as the cause of the effusion of blood upon the brain. It would be interesting to know by what pathological reasoning they arrived at this brilliant conclusion. At the time of the autopsy it was agreed by the medical gentlemen in attendance that this effusion was the immediate cause of death. No examination, however, was made of the lungs, and no inquiry was made to ascertain if the effusion was the result of strangulation from drowning. As there was an entire absence of external indications of violence, the presumption became very strong that the cause of the effusion was internal and not external.

But the case did not end here. The insurance companies were not satisfied with the preliminary proofs of loss under the respective policies, and the claims were not paid at maturity. Finally, a compromise was effected under a portion of the insurance, while the Mutual Life decided to defend its interests in a suit which was instituted to recover the sum of \$30,000 under its policies. This company had certain legal defenses under its contract of insurance with Snyder, but in addition thereto the cause was tried upon its merits under the question of suicide or homicide; the policy declaring the contract void if the insured died by his own hand. The case is very fully stated in the charge of the court to the jury, from which we make the following extracts:

It is conceded to be impossible that the body could have been where it was found through any simple accident without some effort of will of a human creature. There is a difficulty which we will consider more particularly hereafter in comprehending how the body could have been where it was found, without some other agency than that of the dead person in his lifetime. The stream had not force enough to move it even if the fall had been in the water, but the weight of probability is that the fall was in a dry place, and not in this shallow stream. The body was from twenty to twenty-five feet—I think you will safely say, from the evidence, at least twenty-two feet—from the nearest point which it could have reached from the bridge.

Now, gentlemen, it is very unsafe here even to argue about probabilities; the most improbable things are sometimes true, and the most probable things sometimes don't happen; but if you go for mere probabilities, if the murderer stabbed this body after death, it is very strange he did not cut deeper; if, on the contrary, the wounds were inflicted during life, either by a murderer or by a suicide, there is no

difficulty in finding just such little wounds as these. If a man stabs himself, he will very likely shrink from cutting deep; and if a man stabs another, he must do the best he can. . . .

. . . . It is admitted that the defendant has assumed and taken on itself the burden of proving the theory to your reasonable satisfaction, that this man died by his own act or hand—in other words, that the death was caused by suicide; and the question or questions are whether the evidence is incompatible with the contention on either side—on one that it was suicide, and on the other side that it was murder.

The learned judge then very impartially and exhaustively analyzed the confidential letter which Snyder left addressed to his son, and then proceeded to say:

It is, for the decision of this case, of no importance whether he afterward conceived the idea of suicide, or entertained it when the insurance was effected. It is the same thing in the legal result, but it is important that we should get at the truth by whatever means, because if we get upon the path by untruthful means, we get off the track and don't know where we shall lose ourselves, and for that reason I have thought it my duty in this painful case to do justice to this man's memory, for he has an awful account to settle of debts, and in this respect I think injustice has been done him, and that there is not the least ground to impute to him an intention to take his life when he made the last of these insurances, but, as I said before, that is not, I think, the question. The true question is whether, after that last policy was effected, this man, considering the desperate condition of his affairs if he lived, and the favorable condition to his family if the insurances were received by them, did not conceive, but meditate with more or less of resolution, the thought of taking his own life. If that is made a subject of serious inquiry—and I think, gentlemen, that it is—if you go into probabilities much more probable, that when this simple-hearted man, as I think he seems to have been, found himself in this vortex of difficulties, not able to look his affairs in the face—when he saw that he had the insurance to this large amount, that the thought or temptation, or whatever it may be called, may have come into his mind, and that is the inquiry which we must approach with candid and serious thought.

Now here the evidence is twofold:

*First.* The letter; and

*Secondly.* The occurrences which immediately preceded and followed it. When I say immediately preceded, I say immediately preceded the last stage of it

Gentlemen of the jury, this paper is not, independently of its particular contents, of an extraordinary kind, as I can see, at all. I mean to say that there is nothing surprising in a man's leaving confiden-

tial directions to his only son and heir, as to what shall be done after he is dead—the sort of directions that are not to go into a will. I am not now speaking of this paper in particular, I am only speaking of the character of such documents. . . . Now, there are two views of this paper called a letter. One is that it was a post-mortuary, confidential communication to the son and heir; the other, that it was a letter of one contemplating suicide, and there is a third view, perhaps, that it was partly each, and that it was the production of a man who, though he contemplated suicide, was irresolute in writing it, and afterward as to executing the purpose. He certainly speaks in this paper of what he was to do if he were to live and go on in the world. He certainly speaks in the other parts of it that he was to go out of the world very soon with violence. It is, it seems to me, a paper of a man who seems to be vacillating between contending purposes. . . . You have looked, at my request, in the early stage of this case, at the signatures of the three stages of this paper. It is, I think, both from the contents of the papers themselves, and from one of the signatures—there are three places where it is signed—evident that this paper was written at intervals. When the first stage of it was penned nobody can conjecture, except we all know it was after the 13th of January. Of that fact there can be no doubt. We also know the last of it was finished either on the night of the 20th of February, or the morning of the 21st.

The Court then read to the jury extracts from the letter relating to the question of insolvency, and about keeping the fire insurance policies in force, and then said:

When he wrote the first of these three parts he thought they would keep the property and pay the debts out of the policies. He, in the third stage, the third division of the third part, changed his mind, and thinking things not likely to be quite as favorable as he thought at first, he thinks they had better sell, and he says: "Lewis, I think it would be best, if something should happen with me, if you would get everything appraised, and sell it." Then again he says: "Lewis, if mother ever gets money of the insurance companies, if she lives longer than I do, you must take care of it, for she can't, and don't let her lend out unless you see it." Then, gentlemen, he goes on: "Lewis, I settled up everything with Lynn; he is to pay everything we owe over in Jersey." Then he describes his first settlement, and he closes up with Lynn over again: "If anything should happen with me—I hope it won't, but we don't know, for life is uncertain, but death is certain—Lynn must pay everything what I owe in Jersey." . . . .

I will now ask your attention to the parts of it which seem to import, or may be contended to import, that he intended, or expected, or contemplated an early and violent death.

The heads of the argument on this subject are several, one that in which concealment is enjoined. Now, gentlemen, this I repeat is unimportant, unless it is made out there is something to conceal. Merely directions to the son that this paper was not to be exhibited, unless there is something in it which gives effect to that direction, I have said, would be dealing very unfairly with what men leave behind them for their families. There is, however, I observe, as I shall read presently those parts of the letter, frequent expressions of apprehension of death—early death. There is also an indication of doubt as to getting money from the insurance companies. There is also an indication of an early time of anticipated settlement of dependencies, but that is fully answered by other passages which look to the future as though he was going to live.

The Court then read and commented upon the remaining portion of the paper relating to apprehensions of early death, and to the several insurances effected upon his life, and said:

Now there is nothing surprising or evil in his telling his son that he had effected this insurance, and that the son must get the money; but the manner in which the subject is recurred to afterward is important, and the passage I have read is perhaps in one respect very important, but that is more for your consideration than for mine. He refers to the whole of the insurance as amounting to \$65,000, which he looks to as a fund for the payment of his debts. Now he includes in that \$15,000, as I understand it, or \$10,000 as it is admitted, of insurance against accidents. If he did not contemplate a violent death, would he have reasonably considered that as a part of the available funds of his estate? Would a man who would look to something out of the common course as the cause of death, speak of an insurance against accidents in the same category with the insurance that must be paid at all events, and sum them up as one whole as a fund to pay his debts with? The answer to it, however, is that there was enough without the policy against accident. But is that a satisfactory answer? Don't it still remain that whether there was enough or not, he looked upon it as a fund to come into the hands of his executors? . . . .

Now, that there was an early time for the expected settlement with the insurance; that he had an idea of some difficulty about it; that he includes the policy against accidents in the sum of the insurance money, are the points of chief importance bearing on the question whether he meditated suicide, in my opinion.

In this immediate connection I will refer you to the interview with his sister, Mrs. Kresge, because if the letter alone is sufficient, or if it warrants suspicions, they may be increased by what passed at the interview with Mrs. Kresge, and now certainly by the occurrence which followed.



. . . . The question is, gentlemen, whether anything in this interview amounted to a leave taking? It has somewhat that tendency, apparently, but we might have heard the answer, that it is only from what we know afterward, a sort of after-born wisdom, that makes us attribute importance to what may have been a mere ordinary occurrence; in its important relations I confess it has some bearing upon the question.

But now, gentlemen, let us consider the occurrences which followed, because it may be that these occurrences are such that, compared with the letter and with the interview with Mrs. Kresge, you may put them together and attribute a purpose that no one alone would satisfy you in attributing, and all of them together may remove a doubt that you might have as to any one in particular.

The occurrences which followed the letter, if they form the inferences of premeditated suicide, they certainly throw a great doubt upon the question of the firmness of any such resolution.

The evidence covering what occurred on the day and night previous to his going to New York is next considered by the Court; the settlement with Lynn; the trip to New York and return; and the alleged conversations in the cars with Worman and Wilson. Upon the latter fact the Court says:

Now, gentlemen, nothing can be more natural than that conversation, and it was a business-like conversation, which the event verified, because the omnibus in fact was not there when he got there. If he meditated suicide it would have been a great comfort to him to have somebody to go home with him to prevent it. From that conversation, in other words, if he did, he was irresolute, and if there was any doubt about that, the doubt, I think, is removed upon the testimony of Mr. Wilson.

. . . . Now, gentlemen, this transaction indicated, you may think, that if he meditated suicide, he would have been very glad for an excuse for not executing his purpose that night. In other words, that there was irresolution and no fixed purpose, but that he would if he found himself alone. No omnibus, no companion, occurs to the thought of suicide as quite consistent.

. . . . Now where do we next find him? And here comes a different part of the case. You find him, if you believe Mr. Billing—I see no reason why you should not—we find him lying on his back on the foot-path of the Lehigh bridge, apparently asleep, at five minutes before ten. Billing would seem to have been a stagnant sort of a person, but a very good man apparently.

The Court here reviewed the evidence of the toll-keeper and proceeded to say:

Here was a man who should have been at home, and was found lying on his back with, as he said, wounds. If these were the wounds already inflicted, and he had lain down there to die, and got asleep and was likely to be frozen to death with the cold, how does that alter the aspect of the case, unless you believe that the wounds had been inflicted by some person who had left?

Now, Mr. Snyder, the deceased person, if that was the man on the bridge, did not make a long stay on the bridge. He went his way towards home, and he said, "I can go home," so Mr. Billing tells us, but independently of that he did what was the same thing as saying it; he went towards the town. Here was then a man who after more than half an hour, if found in this position, saying he was stabbed, moving towards home and not reaching home. How does this present itself to your mind? How are you going to explain it? Do you believe that he had been wounded by men who had left him there? If so, you will adopt that theory, if you think it a rational one. If you believe what he said about the wounds was untrue, that is an explanation that diminishes the difficulty. He was wounded, as he said, able to walk, to go toward home, even though he might have been frozen to death and got to sleep after the wound. Why did he not reach home? What was the impediment?

As to the subsequent witnesses, I do not think that, in the absence of Billing's testimony, they sufficiently identify Mr. Snyder as the man who was seen, although I would leave that entirely to you as a matter of fact, but that the testimony of Mr. Billing, with the testimony which follows him, suffices entirely to convince you that Mr. Snyder, in a state of irresolution, unwilling to execute his purpose, hesitated, not content to go home, nor with firmness enough to take his life, was rambling and tumbling about in the dark at night. If he is the man referred to by the subsequent witnesses, then it is almost impossible not to look back to this letter, however obscure, and not to look back to Billing's testimony, not to look back to his interview with his sister, not to take a painful view of this occurrence.

Now, was he seen afterwards? Did he remain on that bridge without going home, or was he dead, or soon after murdered by one or more unknown men? Why, gentlemen, if Billing's testimony is true, it requires a great deal of self-possession to comprehend how this man was not taking care of himself, and why he did not go home, and so forth. . . .

We come to a later hour when there is something more like identification. There is a man who was engaged in the zinc works, and who was walking home after two o'clock at night

The Court here reviewed the testimony of this witness, who saw a person resembling Monroe Snyder standing on the bridge crossing Monocacy Creek, and then proceeded to say:

Now, gentlemen, I think this is sufficient identification for us, if it is to be considered by you for what it is worth; if Billing tells the truth, and, as I said, I see no reason why we should disbelieve him; and if Monroe Snyder, as is unquestionable, never got home and a man is seen in this attitude whose figure resembles Monroe Snyder. . . . So, then, this man roamed about in the darkness of this night until after two o'clock. Was that Monroe Snyder? Had he, before or after he was with Billing, stabbed or attempted to stab himself? Had he passed or crossed the bridge without going to his house? Had he thus been on the bridge? If so, there is evidence tending strongly to prove that he was meditating suicide; that he was irresolute; that he could not bring himself to carry his purpose into effect; that for the want of an instrument to stab himself he could not stab deep enough; that if he meant anything else he could not execute his purpose; in short, he was very irresolute.

Now, gentlemen, it does not do to theorize about what may have occurred. If we can find any other rational view of the case, it would be very irrational to say that he had been all this time meditating suicide. He nevertheless might have been afterward murdered and thrown over, but if you can find any other way of reconciling evidence, as I said before, probabilities are not facts. If he was the same man, as the defense alleges, thus roaming about, he certainly had not courage enough to execute his purpose; however, you may believe he meditated it. If you believe that he meditated suicide, whether he formed that resolution after the cars had been detained at Easton, or had formed it as long as forty-eight hours when he was conversing with Mrs. Kresge, some earlier time, when he was writing this paper for his son; I say, if you find that he meditated suicide, then I would advise you to attribute his death to the purpose he had formed, if you can reconcile the way the body was found with suicide. But observe, you must be convinced that he meditated suicide, and that the position of the body was consistent with the commission of suicide. If on the contrary, gentlemen, you doubt his identification by Billing; if you disregard this loose identification which followed; if you think the writing, and the interview with Mrs. Kresge can be reconciled with a more natural and more innocent purpose, why then there is no trouble in your verdict; but supposing that you cannot get over these things; supposing that he meditated suicide, then let us recur to the crisis: how did the body get where it was found? Could it have reached the position where it was found without some other human agency than that of the deceased man himself?

You have heard the arguments there are about the idea. You have perceived already that for a murderer to throw a man over, intending to kill him, from that height, is by no means an impossibility. That a man, himself, should form that idea, intending to commit suicide, deserves some consideration. If he happened to fall on his head, it would do very completely. It is for you to say whether

there would not be more than that blood on the hat, and whether his skull would not be dashed to pieces; but he might not have fallen on his head. Might he not at least have broken his arms or legs and saved his life and not been killed by it? Did he choose that mode of death, therefore, if he wanted to commit suicide? The fact is evident, the body was found, but is it found where it would have been consistent with such a purpose? And if you find the purpose executed you might get over the difficulty; but if you find that the body could not be where it was without some other human agency than his own, have the defendants succeeded in proving suicide? The burden of proof is on them. I don't bring it beyond any unmanly doubt; I mean within a reasonable ground.

If you think that that man could have got to the place where his body was found, without some other human agency, then your verdict should be, I think, for the defendant.

If you find from the evidence that he meditated suicide—I don't say that as a matter of law, but as a rational conclusion from the evidence; or if you find the contrary (and I don't know how far a man of fifty can jump, but I believe nine feet is a pretty good jump; we young men think thirteen feet a pretty good long one)—you can take into consideration these measures; but as far as a man could jump, he would fall much short of it. There would be a curve inward before he could get to the ground, and if you think he could have got, by his own jump, more than six feet, then his body was found twenty odd feet from the bridge, as I understand the evidence. Could he have got there? If you think, further, that he could not have been where he was found without some other human agency, then it would be forcing things to say that he committed suicide and murder both, or that he attempted suicide and was afterward murdered and dragged to the place where he was found. These are fancies which you will hardly entertain.

The learned judge commences and closes that portion of his very able charge to the jury which touches the question whether Snyder committed suicide or was murdered, with directing attention to the difficulty of comprehending how the body could have been where it was found, without some other human agency than that of the dead person during his lifetime. *The Court thinks that if Snyder could have got to the place where his body was found, without some other human agency, then the verdict should be for the defendant.* In the mind of the Court, the whole question resolves itself into a solution of this difficulty. Everything else points, by inference, unmistakably to suicide. "But," says the Court, "as a rational conclusion from the evidence," a jump of twenty odd

feet from the bridge into the stream beneath, is too much of a jump for human credulity.

"For a murderer to throw a man over, intending to kill him, from that height, is by no means an impossibility," says the Court, but his Honor does not say that it is or is not an impossibility for a murderer to seize his struggling victim and throw him at arm's-length to such a distance from the bridge. The Court thinks "thirteen feet a pretty good long jump"—quite too heavy a strain to place upon the legs of a man of fifty. But there appears to be no limit placed upon the distance to which a man may be thrown by a murderer. The body was found twenty odd feet from the bridge exclusive of the "curve inward." The doughty Snyder was no infant to be tossed, unresistingly, in such a manner. Ordinarily, it would be regarded as hardly within the bounds of possibility for a murderer to throw his victim to such a distance.

At the time of the occurrence there was no evidence tending to show that Snyder either was thrown off from the top of the bridge, or threw himself off. There were no bruises or marks upon his person indicating such a thing, marks that would have existed equally in either event. As for the distance the body lay from the bridge, that, of itself, did not conclusively prove anything; for it was known that water had been let into the stream, early that morning, from the dam above, in sufficient volume to have moved the body several feet. The body must have been moved by the force of the water flowing down the stream. But whether it was thus moved or not is immaterial, so far as falling from the top of the bridge upon the stony bed of the stream below is concerned. His body never was subjected to such a fall.

Of course the jury "jumped" to a verdict for the plaintiff.

#### JACOB C. WALLIS.

That any person, sane or insane, should deliberately contemplate and plan self-destruction for the purpose of benefiting others, and that such suicidal act should be the outgrowth of a cunningly devised scheme to deceive and defraud, seems incredible; yet it is a procedure by no means uncommon in the experience of life insurance companies. The investigation of



such cases is usually attended with many obstacles. To the credit of human nature, it is found that there is a universal unwillingness to accept evidence of self-slaughter—even in the absence of any rebutting testimony—and the popular impulse is in full accord with the presumption of law upon that point. It is to be expected, under such conditions, that the hastily conducted inquisitions of coroners tend to conclusions and verdicts more in harmony with sentiment than with truth. Especially is this apt to be the case when the preparations which the suicide has carefully made for the accomplishment of his purpose apparently indicate homicide or an accident.

It was therefore quite natural that a jury composed of "good and true" citizens, charged diligently to inquire how and in what manner Jacob C. Wallis, late of Johnson County, Missouri, came to his death, should find that "his death was caused by an unknown assassin or assassins, on the 22d day of September, 1873." It appeared in evidence that Mr. Wallis, a farmer who bore a good character among his neighbors, left his house at about one P. M. on the day of his death, for the alleged purpose of visiting a neighboring farmer and creditor, Mr. Quick, to pay the sum of \$80. He was last seen alive as he started off on this errand, traveling on horseback in the direction of Mr. Quick's residence; and nothing definite is known of him afterwards until about four hours later, when his dead body was discovered by his daughter Maggie. The girl saw her father leave the house and heard him say where he was going. Late in the afternoon, as was her custom, she started for the purpose of finding the cows. As she was going towards the edge of the woods she met her father's horse with bridle-rein dragging, and the ring upon the right-hand side of the bit broken. She at once mounted the horse and rode home, and learning that her father was not there, she rode back to the place where she had found the horse loose. She then continued along the road in the direction of Mr. Quick's house, when she noticed some papers scattered by the roadside. She dismounted to see what they were, and found papers and envelopes with her father's name written upon them, and also found her father's pocketbook, which was "stretched out in the road, with no money in it, but some papers." Looking

around, she saw her father lying dead in the bushes, and she immediately returned home to make known what had happened. In a little while several neighbors had responded to the alarm, among whom were two physicians. It was in evidence that the death was caused by a gunshot wound involving both lungs and the heart, and that the pistol with which the wound was inflicted lay forty-five feet distant from the body. The pistol was not recognized by any member of the family of deceased, and no one had ever seen it in the possession of Mr. Wallis. Subsequently it was identified by a gentleman who testified that he accidentally lost it on a road in the vicinity, some time during the winter of 1870-71, and had known nothing of it since. The several members of Mr. Wallis's family were able to testify that they knew of the purpose of the contemplated visit to Mr. Quick, but they did not know, of their own knowledge, that Wallis had any money upon his person at the time of his leaving home. Mr. Quick was at home all that day. He was not looking for the deceased to visit him at that time, but had been promised payment of the debt owing to him by Wallis, without any definite time being fixed for payment.

The several sons of Mr. Wallis had heard their father speak of being apprehensive of assault, and at the inquest an ill-defined suspicion seemed to rest upon a certain Bone family in connection with the tragedy. The reason for this suspicion was substantially as follows:

Some time before, Mr. Wallis had purchased judgments which had been obtained against the several tracts of land belonging to a family by the name of Bone, consisting of a father and his grown-up sons and sons-in-law. The Bones resisted, and litigation ensued. Wallis was successful in the courts, thereby acquiring legal possession of the land, together with the bitter hatred of the Bones. Wallis's counsel advised him to deed back one piece of land of eighty acres on which a sister of the Bones was living, conditioned upon all the other Bones peaceably retiring from the rest of the property. The deed was given and the condition complied with. One day, however, two of the younger Bones went into the office of Mr. Wallis's counsel at a time when Wallis was present, and threat-

ened vengeance upon both attorney and client. That they were capable of executing it in some cowardly manner, no one seemed to doubt. They had always been regarded as desperate characters. They were border ruffians in the Kansas free state warfare, were Quantrell men at a later day, and were uncompromising rebels during the late war. Wallis was known to have expressed himself as being in fear of death at their hands, and with some show of reason.

Although there was well-grounded suspicion, it does not appear that any steps were taken at the time of the inquest to ascertain the whereabouts of the several members of the Bone family on the afternoon of Mr. Wallis's death, with the exception of taking the evidence of a son-in-law of old Bone. Nothing of importance was learned from his testimony other than that he clearly proved an alibi for himself.

That a homicide had been committed, no one doubted. The examining physicians stated in evidence that, in their opinion, a man could not throw a pistol forty-five feet, nor could he walk a distance of forty-five feet after receiving such a gunshot wound of the heart.

The general facts of the case, as above related, were quickly brought to the knowledge of certain life and accident insurance companies, and an investigation concerning them ensued. It was found that shortly before his death Mr. Wallis had sought and obtained a considerable sum of insurance—an amount quite disproportionate to his means for carrying it. It was further ascertained and established, beyond question, that no member of the Bone family had any guilty knowledge of Mr. Wallis's death. The affidavits of good citizens of unimpeachable reputation for truth and veracity showed conclusively where each and every member of that family was during the afternoon of the day in question. So the story of bloody retaliation, vengeance, and murder was shorn of that portion of its romance which otherwise would cling to the skeleton of the Bones.

It was also learned that the inquest, though honestly and fairly conducted, so far as it went, had been hurried through with characteristic haste, and that the evidence was conspicuously and materially defective through the absence of some of

the most important witnesses. Then, again, it was found that the medical evidence had not been clearly understood. The physicians who testified did not intend to say that the wound which Mr. Wallis sustained was of such a nature as to have been instantly fatal, nor immediately overpowering to his senses. This feature of the case was all-important for the elucidation of the whole truth. If Mr. Wallis died of wounds which were of such a nature as to have rendered it impossible for him to have afterwards placed the pistol forty-five feet distant, then the shooting was the act of some other human agency than his own.

Upon a full and careful examination into the location and character of the wound, it was found that the bullet entered the left side of the chest, between the fifth and sixth ribs, wounded the corresponding lung, passed through both ventricles of the heart, and entered the right lung, where it lodged. The wound was inflicted with a small conoid bullet of about the diameter of a buckshot. There does not appear to have been any injury to the nervous system other than such as may have been attendant upon the shock, while that of itself, from the nature of the parts involved, was not necessarily overpowering. From appearances disclosed at the autopsy, it was evident he had died from loss of blood, the hemorrhage having been profuse internally. It was apparent that the wound was a mortal one, but that it was one instantaneously fatal was not so clear. With such a wound he would not immediately lose his senses, nor would he suffer loss of voluntary muscular power until faint from loss of blood. Such a condition would rapidly ensue, but first he would have several seconds, at least, and not unlikely more than a minute. The popular notion that wounds of the heart are instantly fatal is altogether erroneous, and not supported by facts.

In the evidence before the coroner, the last persons who saw Mr. Wallis alive were the members of his own family. It was known that he had been particularly observed by a young man who, at the time, was in front of a Mr. Pemberton's house when Mr. Wallis rode past. Singularly enough, this highly important witness, the last man who saw him living and the first man who saw his dead body, was not called to give his

evidence at the inquest. This witness, a man of undoubted veracity and integrity, made the following statement:

I was at work at Mr. Pemberton's the day Mr. Wallis was killed, and about one P. M. I saw Mr. Wallis ride past the house, going towards Mr. Quick's, and saw him enter the timber only a short distance below Mr. Pemberton's house. I was then saddling a horse for Miss Nora Pemberton to ride down to Grant village, some five or six miles distant, in the direction of and past Mr. Quick's house. In a few moments I assisted Nora on her horse, when she, too, went down the road—the same road that Mr. Wallis had gone a few moments before. Mr. Pemberton and I then went to work. I am positive no one else rode or passed on that road from the time that Mr. Wallis passed to the time that Nora followed him. About five P. M. the same day, Maggie Wallis came to Mr. Pemberton's and told him and me that she had found her father down in the wood, and he was dead. Mr. Pemberton and I drove down to where the body was lying, as soon as we possibly could. I got out of the wagon and Mr. Pemberton held the horses. The body was in sight of, and about twenty-five feet from the road, in a clump of bushes. I went to it and found it to be Jacob C. Wallis, lying on his back, his face turned a little to the left, and his hat was lying two or three feet distant from his head. His right arm was rather around a small clump of bushes. The body was lying across a narrow stock path leading from the road into the bushes. The left arm was by his side, with the hand upon the chest. His face was getting purple, and my first impression was, on that account, he had been beaten to death. I saw no blood, nor any evidence of there having been any struggle, except his vest was torn on the left side near the seam, from the bottom upward to near the arm-hole. The ground showed no sign of there having been any struggle. I looked for this, but saw none. I remained by the body until others came. The body was still warm when I got there. I opened the coat and then saw the rent in the vest and that the shirt was bloody. In a few moments afterwards I, with others, began to look for signs by which some clue could be obtained, if possible, to detect who committed the deed. We looked carefully and examined the ground closely, and could find no evidence of there having been any struggle in the vicinity. We found in the road, below or beyond the body, the tracks of horses—two horses going from and two coming towards and to the place in the road opposite where the body was lying. We could not trace the tracks farther on this side of the body, for by this time there had been several horses and one team (Pemberton's) down the road. There was no appearance showing that the body had been dragged from the road to the spot where it lay. There were so many leaves on the ground, they would have shown it. I saw nothing to show that there had been any persons walking and carrying



a heavy burden, and I think the leaves would have been apt to show this also if it had been done. There had been a slight shower of rain the night before, and the road was a little soft, so we could see all the tracks in the road plainly. There was no mud on the clothes of the deceased, not even on his boots.

Another person says:

I think I was the third man that arrived at the body. I, with others, looked for signs of a struggle, but saw none whatever except the torn vest and the buttons being torn off the shirt-collar and shirt-bosom. The coat showed marks of the pistol having been placed against it when fired, for the cloth was singed, and about the bullet-hole were powder-marks also. I examined the road beyond where the body lay to see how many tracks we could discover. We found only four; two coming and two going. We could easily determine this, for it had rained the night before and the ground was soft. We could see no signs of the body having been dragged or carried from the road to where it was found dead. There was no mud on the clothing or boots of deceased. The expression of face was calm and showed no sign of deceased having been engaged in mortal combat. His face looked as though he was sleeping.

All of the others who visited the spot where the body lay corroborated the foregoing statements so far as their observations extended.

Miss Nora Pemberton, the young lady alluded to, makes the following statement:

I left home about twenty or thirty minutes past one P. M. of the day Mr. Wallis was killed. While I was in the house preparing for the ride, I was told to hurry and I would have company. I did not then know who was spoken of when told I could have company, and I did not ask. I rode to Grant village, about five miles distant from our house. The road goes by Mr. Quick's house. Father lives on the road leading from Mr. Jacob Wallis's to Mr. Quick's. As soon as I started I saw a horse track in the road, as it was a little muddy. There was only one track. I am positive of that, for I noticed it particularly and wondered at the time who it could be ahead of me, going in the same direction, as the track was leading that way. The same track I saw when I first started I continued to see for half a mile or more past where Mr. Wallis was afterwards found dead, and until I struck into another road at a place where the road forks. I rode past Mr. Quick's and on to the place where I was going, and saw nothing of Mr. Wallis that day. Returning, I reached home about 4.30 P. M., and passed by the place in the road where Maggie Wallis afterwards found the letters and papers, opposite where Mr. Wallis's body was found. I am positive the

papers were not in the road when I passed there, for if they had been and I had not seen them, my horse certainly would have done so, as he was skittish and would scare easily, and white paper lying in the road will always scare him. That would have drawn my attention to them. I know they could not have been there when I passed.

It appears by the evidence of these witnesses, in common with that of Maggie Wallis, that Mr. Wallis entered the wood shortly after one P. M.; that no one had preceded him on horseback that day, as the tracks in the road distinctly proved; that Nora Pemberton followed immediately afterwards over the same road and past the place where his dead body was found, and returning home she again passed this spot a little earlier than half-past four o'clock; that Maggie in about half an hour afterwards discovered the body and called assistance. To all appearances, Wallis had been dead but a few moments when the parties arrived where the body lay. It further appears that Wallis rode past this spot when he went towards Mr. Quick's; that he did not keep in the road leading to Mr. Quick's, but turned off at the fork; and that the tracks of two horses going from and of two horses coming towards the place where the body was found, were the tracks of the horses ridden by Wallis and Nora Pemberton. There were no footprints of any other horses.

The evidence further shows that Mr. Wallis left home to go directly to the house of Mr. Quick; that he never reached his destination; and that he was not lying dead by the roadside when Nora Pemberton passed the spot at four o'clock, or later. Where was he, and what was he doing, during those three hours? Probably the mystery never will be wholly cleared up, but we know that he was not in pursuit of the business upon which he said he was going.

At a distance of not more than eighty rods from where the shooting occurred, a man and his son were at work quarrying rock. The son heard a shot fired at about five o'clock, and called his father's attention to the fact at the time, saying that somebody was hunting in the woods. The father did not hear the firing, as he was down in a stone-pit at the time. They both heard the bell of Mr. Wallis's cow at the same time, in the

same woods. They both are positive that they could and would have heard shouts or calls for help if Mr. Wallis had made any. The shot heard by the young man was, undoubtedly, the one which caused Mr. Wallis's death, and this evidence fixes the time of shooting at a few minutes prior to the discovery of the body by Maggie.

Mr. Wallis knew that Maggie would be there very soon for the cows, and it was learned that he had expressed a hope that his body would be quickly found if anything should happen to him in the woods. Instances had occurred in that vicinity, wherein persons, lying insensible in the woods, had been mutilated by hogs; and that Wallis was apprehensive of such mutilation of his body was evident from his expression of such fears to his family and to others. If it should so happen that Maggie did not come for the cows at the usual time, Mr. Wallis well knew that the old mare, which he rode, would go home to its nursing colt, when he would be missed and a search quickly instituted. The marks of highway robbery, which were scattered so conspicuously in the road near where the body lay, served also to arrest attention to the body itself. If this was the work of an assassin, it certainly was very effectual in leading to the prompt finding of the murdered man. Had the murderer left his victim at some spot in the woods less open to public view, it is certain that the body would have been mutilated, if not devoured, by the hogs with which the woods were filled. On the other hand, by placing the body in the bushes, within full view from the road, it was saved from the mutilation which Wallis had stood in fear of, and the evidences of murder were thereby retained.

The rifled pocketbook, the papers and the envelopes which were thrown loosely about the roadside, thus served the double purpose of pointing out where the body lay, and suggesting highway robbery. In one of these envelopes Mr. Wallis was supposed to have placed the money which he was carrying to Mr. Quick. He had called his wife's attention to a roll of bank-bills a little while before he left the house; and he was seen to place the letters and envelopes in the inside breast-pocket of his coat. Certain facts in connection with this go to prove that if there was a robbery it took place prior to the

shooting. The fatal shot was fired directly through this breast-pocket without harm to its contents. The small bullet perforated its very central portion, and not a paper therein could have escaped it. It is thus shown, conclusively, that the pocket wherein the letters and envelopes were carried had been emptied prior to the shooting. If robbed at all, he was first robbed, then murdered.

This leads to a consideration of the evidences of a struggle and mortal combat. It will be remembered that the iron bridle-ring was broken, from which fact it was inferred that Wallis had been dragged forcibly from his horse. His shirt bosom and collar were found torn open, the buttons being missing, and his vest was torn along the seam on the left side, from the bottom to near the arm-hole. All these, if occasioned by a struggle with an assassin, indicate a *prolonged* struggle. This condition would lead us to expect other visible signs of assault and violence, but upon the evidence of the examining physicians, there were none whatever. When they first saw the body it had not been disturbed, but lay upon the ground as when first discovered. The face was placid, and upon a careful inspection they found absolutely no mark of violence upon the person of the deceased, other than the bullet wound. Not a scratch, nor a bruise, nor a finger-mark upon the face, throat, or hands of a man supposed to have been killed after a protracted struggle, wherein his clothes were torn, and his horse's bridle broken in the resistance he had made! He lay upon his back, with his arms by his side, and his old straw hat was lying two or three feet distant from his head. If an assassin had violently torn him from his horse, robbed him, and then dragged his dead body into the bushes, why was that old hat afterwards carried and tenderly placed near his head?

There is much significance in the evidence of the men who instituted a careful search for some clew whereby the supposed murderer might be tracked and followed. They looked carefully, and examined the ground closely, and could find no evidence of there having been a struggle in the vicinity. They first supposed the body had been dragged or carried to where it lay, but on examination found no mud on the clothes, not even on the boots, and there being no disturbance of the leaves,

they came to the irresistible conclusion that it was not possible for the body to have been dragged. Additional search was then made to find signs of persons recently carrying a heavy burden. There were none whatever. This search was immediately after the death and while the body was yet warm. Nobody had then arrived to efface or disturb such indications, had there been any. Evidently the body had not been stirred since its death.

The place where the body lay was a cluster of swamp dog-wood, some ten or fifteen feet in height, and the spot where the pistol was found was some forty-five feet farther in the woods. It was an easy toss for a well man to throw the pistol over the bushes to that distance. There is no reasonable doubt of Mr. Wallis having lived long enough to be able to do it. The pistol had a revolving cylinder, with six chambers for small metallic cartridges. When found, all were loaded but one, which one contained the shell of a recently discharged bullet. There certainly was no good reason why an assassin should throw away his loaded pistol in this manner. If it was to be left for the purpose of giving the deed a coloring of suicide, then, assuredly, it would have been much more sensible and natural to leave it near the body, than to throw it where it was not likely to be found at all.

No wound which a suicide may inflict is distinctively characteristic of suicide, as a similar wound may be made at the hands of an assailant. But it is nevertheless true that there is a selection of vital points, usually, in suicidal wounds, and gunshot wounds in the vicinity of the heart are among the most frequent. In such instances suicides almost invariably place the muzzle of the weapon in close proximity with the walls of the chest, and in this case it is evident that the little pistol was held directly against the clothing, which showed powder-marks and scorching. The cartridge was so small that the combustion of powder could not have left traces of burning at a distance of more than one or two inches.

We may now consider the errand upon which Mr. Wallis went, as alleged. The evidence of each member of his family showed that they all knew the purpose of his going from home that afternoon. Their attention, individually, was called to the fact



by Wallis himself, who gave each one to understand that he was going to Mr. Quick's to pay \$80 in money. One of the peculiar ear-marks which indicate fraud in cases of this character, is the overwrought pains which the principal actor takes to prepare the way for a ready explanation of what otherwise would be mysterious. We might cite, in illustration, a certain Connelly case in Kentucky, where the party exhibited his unprecedented roll of greenbacks to divers parties on the morning of his taking off; the memoranda left by Colvocoresses to show that he was *en route* to New York, to deposit with bankers there a large sum of money; the pains Savage took to write his wife that he had drawn a large sum of money that day from his mythical friend who had just sailed for Europe; and similar characteristic features of "paving the way," as manifested in the Goss-Udderzook affair, the Snyder case, and other well-known insurance cases. In this instance the feature was conspicuously noticeable all through the evidence before the coroner. Mr. Wallis not only informed his wife of the nature of his errand, but called her attention to the envelope in which he placed the money. She saw the bills sufficiently to simply notice they were bank-notes, but gave the matter no further thought at the time.

It was clearly established that Mr. Wallis could have been in possession of no such sum of money at the time, nor could he then obtain it in any legitimate manner. He had exhausted every resource, had borrowed whenever, wherever, and from whomsoever he could. His creditors were urgent, and legal service threatened. His property was mortgaged for more than it would bring at any kind of sale. It appeared that he could have gone but a few days more without legal steps being taken against him, and such steps once taken, all that he had was irretrievably lost and his family destitute.

Among his creditors was the postmaster of an adjoining town. The amount of indebtedness was, originally, \$500, but accrued interest had increased it to between \$600 and \$700. A short time before Mr. Wallis's death this creditor demanded payment or satisfactory security, and a new note was made out, including interest, which note Wallis took home with him, promising to obtain, as security, the indorsement of a neighbor

of his. Wallis did not attend to this business, as promised, but wrote his creditor, under date of September 6th, that he had met with an accident on his way home, being thrown out of his wagon, and thereby lost the note from his pocket. At that date, September 6th, according to the tenor of his letter, he was unable to pay anything on the note, and yet he went to the same town a week afterward, and took out \$3,000 additional life insurance, the *quarterly* premium on which was about \$80. It is true that he did not pay this premium at that time, and true that he then could not have done so. He did subsequently pay it, as will hereinafter appear.

He was not able to pay in full his first quarterly premium on a \$9,000 life policy which he had obtained a few weeks previous to his death, but left a balance of \$7.50, which the insurance agent advanced for him, which debt remained unpaid at the time of his death. The agent wrote to Mr. Wallis dunning him for the \$7.50, and received in reply the following letter, written by a son of Mr. Wallis, at the latter's request:

ROSE HILL, MO., Aug. 2, 1873.

Dear Sir.—Your letter came to hand a day or two ago, and contents noted. Our harvesting, just over, has taken all the money we had on hand, for help, etc., but as soon as we get some threshing done, will market some and send the amount you spoke of.

Respectfully,

C. S. WALLIS.

When the threshing was done the wheat was sold in several small lots as threshed, and the whole netted \$110, which Mr. Wallis received cash for. This fact is verified by an examination of Mr. Wallis's account-books which were kept by one of his sons. Of this wheat money Wallis sent \$80 by express to pay the first quarterly premium on the \$3,000 life policy which he recently had applied for. This left him \$30 cash on hand, and it could not be shown that he received or paid out \$10 from that time to the day of his death.

Mrs. Wallis noticed that her husband had bank-bills in his hand when he told her that he was going to pay Mr. Quick \$80. Shortly after his death, his son Charles examined a box in the house where his father was known sometimes to place money and papers of value, and therein found the sum of

\$31.25. Doubtless this sum was the money which Mrs. Wallis saw, and this is just about the sum he would have had left from the sale of his wheat. No money was found on his dead body—of course not. The last cent he had in the world was left by him in that box in his house.

Such was the financial condition of this man who had just taken out insurances upon his life, the annual premiums of which would amount to \$1,100. He could not have paid a second quarterly instalment of it—he had not fully paid the first. And yet, for reasons he alone best knew, this hopelessly insolvent debtor made and executed a will. Upon investigation the fact was transparent that he was for several months planning this suicide, and as he intended to leave his estate solvent through the sums insured on his life, he therefore saw fit to dispose of the property as he wished it to go. The will was written about eight weeks prior to his death, and is peculiar in its minutiae and details. He enumerates and devises his personal property then on hand, even to ten bushels of potatoes, one broad hoe and one garden rake.

In the history of his insurance, it appears that Mr. Wallis, two months before his death, applied for and obtained a \$9,000 life policy in the Travelers Insurance Company, and soon afterwards obtained a \$5,000 accident policy in the same company; the latter policy being written at the office of a local agency. The head office of the Travelers directed the immediate cancellation of the accident policy, and Wallis then purchased two accident insurance tickets of \$3,000 each, issued by the Railway Passengers Assurance Company. He took the accident insurance tickets to his former legal adviser, and asked to have them placed in the lawyer's safe, saying that he had purchased this insurance to cover a business trip to Philadelphia. The lawyer took the tickets, as requested, remarking to Wallis at the same time that it would be much better for him to have a full life insurance policy for \$3,000, explaining to him, in his apparent ignorance of the facts, that the tickets would cover loss by death under comparatively limited conditions, while the probabilities of his death by disease were vastly greater than by accident. Mr. Wallis listened to this advice with the childlike innocence of Ah Sin, and acting upon it, at

once applied for the \$3,000 life policy above mentioned, it being written by the Covenant Mutual Life Insurance Company. Mr. Wallis did not give his attorney the slightest intimation that he, at that very time, held a \$9,000 life policy in the Travelers. His reticence upon the subject, under the circumstances, is significant of his fraudulent intentions. Indeed, all the circumstances surrounding the case, whether grouped as a whole or examined in detail, conclusively prove that the death of Wallis was the result of a settled and deliberate purpose to destroy himself and defraud the insurance companies.

#### A HUNGARIAN NOBLEMAN'S STRATAGEM.

Several years ago a nobleman, well known in sporting circles as a horseman and hunter, named Baron Bela Olnyi, triumphed over a crowd of rivals, and bore home as his bride the rich and beautiful baroness, Irma P——yi. Baron Bela was at that time a wealthy landed proprietor, and was able to indulge to the full all his inclinations and whims. His married life was a happy one. Years followed one after the other, but they were not all alike. The beautiful baroness, as time wore on, presented her spouse with six of the dearest little barons and baronesses that ever were seen, and Baron Bela began to dabble in speculations. It was the old, old story, that has been repeated a thousand times. Toward the end of 1874, the baron's vast possessions, which were worth nearly two millions, had been sold, and the family mansion in Pesth was mortgaged to its last brick. Of all this the fair baroness was kept in complete ignorance, and the family establishment was maintained in its usual style.

When the baron realized that he was completely ruined, and that all that was left was his wife's property, which could not be touched, he formed a singular resolution. He got his life insured in five different companies for one hundred thousand gulden in each, the terms being that this amount should be paid over to his family in case he should die within a year. None of the insurance companies objected to pocketing the premium of two thousand florins from a man just forty-five years of age, in the full vigor of life and in exuberant health.

The day, however, Baron Bela had the last policy in his

pocket, he entered upon an entirely different course of life. He had been a man who never missed a race or a hunt, who went to the club every day, and regularly took his drive or ride on horseback in the park; now he was to be seen nowhere in company, not even by his dearest friends. Nor did he remain at home in the bosom of his family. He left his house every morning early, and only returned in time for dinner. After dinner he disappeared again, and remained absent often until midnight. During all this time nobody knew where he kept himself secluded.

The change in his external appearance was not less remarkable. He had previously been getting rather stout. He now began to lose flesh. His cheeks, which had been florid, changed to an unhealthy paleness, his eyes lost their brightness and were surrounded with heavy circles of blue, his face became haggard, and his strong manly voice became cracked and feeble. When these symptoms of dangerous disease multiplied in such a striking manner, the friends that occasionally visited him and his wife endeavored to persuade him to take medical advice, and to explain his mysterious absences. His answer was a positive refusal. Finally, in October, the physical constitution, once so strong, could no longer withstand the agency so potent for evil which was undermining it, and Baron Bela was compelled to take to his bed. Physicians were called in. They shook their heads ominously, and declared that it was a case of galloping consumption, that the disease had already reached a stage in which all human aid was in vain. Hardly fourteen days later the sufferings of the poor baron were in fact terminated by death. After his death a will was found, by which he bequeathed to his wife his life insurance policies, and acquainted her with the fact of the loss of his entire fortune. No other course was open for the baroness except to prefer her claims for the half million due on the policies through her solicitor. The solicitor, however, immediately ran against difficulties. It was thought to be incredible that a man who had been examined only ten months before by five physicians, and pronounced in good health, could have died of the disease mentioned. The five companies came to the conclusion that a plan of slow suicide had been deliberately adopted, and they all refused payment of the claims.



The companies interested went further, and undertook to penetrate the mystery of the daily absences of the baron, of which they had previously got wind. After long and extensive researches, they finally ascertained that early in January the baron had hired a small apartment in a dirty, narrow street in a remote quarter of the city, and twice each day remained in it for a considerable time. The neighbors never saw him hold any intercourse with any one. The rent of the apartment had been paid up to the end of December, and after the baron's death it had been locked up. To clear up the hidden mystery within that room, it was necessary to invoke the arm of the law. Upon proper evidence a warrant was issued, the fatal door was opened by a locksmith, and in breathless anxiety the room was entered. A comfortable sofa, a table, two chairs, and two chests constituted the entire furniture. Great was the amazement when the two chests were opened. The first contained a well-worn dressing-gown, a pair of loose Turkish trousers, a fez, and about ten or twelve long tobacco pipes. The second chest was divided into square compartments, and there were left in it about two hundred foreign cigars, of the government brand, costing two kreutzers each, and about half a pound of what is known in the trade as common smoking tobacco. From the wrappers found in the lower compartments it appeared that the baron had smoked up about three thousand five hundred of these two kreutzer cigars, and about a hundred weight of the common trade tobacco.

At the request of the representatives of the insurance companies, a proper record was made of the facts discovered; and thereupon the companies, under the circumstances, justified their refusal to pay the amount insured by referring to the provision in the policies by virtue of which the contract was to become null and void in the event of suicide. The counsel for the baroness urged, in reply, that smoking ten or fifteen two-kreutzer cigars a day could hardly be denominated an attempt at suicide. Chemical and medical investigations were instituted by both parties, and the managers of the royal tobacco factory were called upon for an opinion. The cause of his death was believed to have been due to saturation with *nicotine*, taken into his system in poisonous quantities through the process of smoking.

## THE RUNK CASE IN PHILADELPHIA.

The suit of A. Howard Ritter, Executor of the estate of William M. Runk, deceased, against the Mutual Life Insurance Company of New York, in the United States Circuit Court, Philadelphia, before Judge Butler, at the April term, 1895, attracted widespread attention because of the social and business prominence of a man who committed suicide, while clearly and admittedly sane, in order to defraud life insurance companies out of a large amount of money. The main points in the case, as detailed in the *Insurance Register*, are as follows:

William M. Runk was a well known merchant of Philadelphia. He had been known for a number of years as a large insurer. He had had insurance on his life for from five to ten years to an amount approximating \$300,000. The testimony at the trial showed his annual income to be about \$8,500. In the winter of 1891 and 1892 he placed \$200,000 additional on his life. At this time he stood high in business, social and religious circles, yet it was conclusively proved on the trial that he had been an embezzler for six or eight years prior to his death; that he had been using for his private purposes trust funds in his possession; had, by his own confession, been defrauding his firm for at least two years, and was completely overwhelmed with debt. On the audit of the executor's account in the Orphans' Court, some \$210,000 of claims were proven against his estate. There was due to one creditor, William Weightman, \$20,000 that was secured by \$30,000 of insurance. Another creditor, Mrs. Barcroft, the aunt of Mr. Runk, who did not prove her claim against the estate, collected \$135,000 out of insurance which had been assigned to her as collateral. Against these debts the executor had in his hands \$152,000, of which \$148,000 was derived from insurance, representing the face value of policies to the amount of \$170,000. It was admitted by Mr. Ritter, the executor, on the witness stand, that the estate consisted almost wholly of insurance; that there was little or no equity in the real estate of the decedent, and that the insurance which was in litigation almost corresponded in amount with the unpaid debts.

The family of Mr. Runk had therefore practically no interest in the litigation, which was in effect between the creditors on

the one hand and the companies on the other. The preparations which Mr. Runk made for self-destruction were startling. He left his store about 2 o'clock on the day of his death, after having taken care that very morning to send his check by messenger and to pay an insurance premium then due. He notified his confidential messenger, Mr. Wm. M. Nice, to be at his country house that evening, and indicated by what train he should come, telling him he would have something then for him to attend to. He went to his home, told his family that he had writing to do that afternoon, spent the afternoon in writing, and after supper with his family, went out to his stable and shot himself. He had written six letters, four of which were placed in evidence at the trial. One of these was to the messenger he referred to, and asking him to see that he had a quiet funeral and not to talk to anybody. Another was to Mrs. Barcroft, his largest creditor, the one who held life insurance collateral, asking pardon for the disgrace that he was bringing upon her, she being a relative, and saying that it was the only way in which he could pay his indebtedness to her. He admitted also that his present condition was due to speculation. The third letter was to Mr. J. G. Darlington, his partner, in which he told him of the misuse of the firm funds, and said that he deserved all the punishment he would get, but that he wished his debts paid, and only the sacrifice of his life would do it. He named his executor, and stated that he had left instructions that the firm defalcation should be paid out of the first moneys received from the insurance. The fourth letter was to his executor, and gave him explicit and detailed instructions in regard to the settlement of his affairs; recounted his various debts, shortages and defalcations, and directed him to pay his firm defalcation out of the first insurance money received. He gave him also a detailed account of his relations with the Protestant Episcopal City Mission, a large charity, of which he had been treasurer, and gave him an itemized list of the securities of this charity, with the statement of what had been done with each one. This letter and memorandum occupied four or five foolscap pages, and showed the utmost care and precision in its preparation. It was testified also on the trial that the facts he stated were

all substantially correct. There were two other letters, one of which had been destroyed by its receiver, and the other was not produced on the trial.

It should be noted also that all of the policies which were disputed were policies issued within the last year of Mr. Runk's life, and were all issued upon applications containing the usual "sane or insane" suicide clause limited to two years. By some oversight no copies of the applications were attached to the policies. It was practically admitted that with the whole contract before the court, the plaintiff had no standing whatever. They objected, successfully in the Mutual Life case, to the admission of the applications in evidence, basing their objection on the Pennsylvania statute of 1881, which requires a copy of the application to be attached to or made a part of the policies.

The Mutual Life case was therefore tried squarely on the policy without any suicide clause, and the question was brought squarely up for decision, whether or not suicide by a sane man was not of itself a fraud on the insurer.

The case of the same plaintiff against the Home Life Insurance Company was placed on trial immediately after that of the Mutual Life was given to the jury. It occupied the remainder of the day, and just before the adjournment of the court, the plaintiff was called upon to submit his evidence in rebuttal. Surprised at the charge of the court in the case of the Mutual Life, he asked and was granted the indulgence of the court until its next sitting on the following Monday. The jury rendered a verdict in favor of the Mutual Life at the opening of the court on the 8th inst. The plaintiff suffered a voluntary non-suit and thus for the present abandoned the claim against the Home Life.

Copies of letters referred to in the foregoing statement:

A. H. RITTER, ESQ.

My Dear Friend.—In one of the early clauses of my will I direct all my debts and loans shall be paid

I will try to enumerate the indebtedness in the order to be paid.

First.—My account with the firm is overdrawn \$86,000, which I want to replace with the first insurance amount you receive.

Second. I left in the small closet in the safe a list of the amounts I owe to make the P. E. City Mission account good: \$20,000 is in notes of \$10,000 each, signed by D. R. & Co., and endorsed Mary

A. Barcroft, this I owe and please pay. Then several securities have matured and I owe for them as enumerated. These are also referred to: I have some in loan with Beneficial Saving Fund Society and Pa. Co. Please redeem and restore.

Third.—I owe Mrs. Barcroft \$95,000, and \$30,000 in securities, for which she holds life insurance policies. Please adjust them

The \$10,000—B. & P. bonds, are, I think, at Beneficial S. F.

" 12,000—N. & W. " " " " " "

" 5,000—P. & R. " " " " " "

" 5,000— " \$3,000 Hilbreth, Farr & Co., N. Y.

Philadelphia office, C. D. Barney & Co.

\$2,000, Tucker & Co., Philadelphia.

Of course \$126,000 or \$128,000 will be arranged with insurance money

Fourth.—I have accounts with:

W. G. Hopper & Co., Philadelphia.

R. E. Tucker & Co., Philadelphia

Bickley, Lee & Johnson, New York; Philadelphia office, 426 Library

Hilbreth, Farr & Co., New York; Philadelphia office, C. D. Barney & Co.

Charles Minzesheimer, New York; Philadelphia office, Third and Chestnut.

I have marked on each account accompanying this where the securities belong that they hold.

Fifth.—This should be third, so I order it paid. I owe my mother 52 shares P. R. R. Co. and twelve shares L. V. R. R. Co. Please buy and turn over to her.

Sixth.—I owe Jennie C. Runk 30 shares P. R. R. Co., with Hopper & Co. Please return to her.

Seventh.—Miss Lena Giles, care C. S. Bucklin, Keyport, New Jersey, has \$6,000 note of D. R. & Co. This I owe personally. Please pay. Interest was paid to June 1st.

Eighth.—I owe Mr. Weightman \$20,000. He holds \$30,000 insurance, much of it paid up.

All submitted for your guidance,

W. M. RUNK.

I owe for July income and August income City Mission. Large black book shows also \$950, as shown by 3 checks in drawer of table in office. You will B Bk. book I have \$2,500 loan on stock there. Lookout for two notes there. See back of check book. Two 25 shares of F. B. Stock, with J. M. Lockwood & Co., belongs to D. R. & Co.

Then follows a list of the insurances upon his life, after which he gives a list of securities, and a statement as to where they are deposited, after which Mr. Runk designates, over his own signature, the amounts due to the P. E. City Mission, which aggregated \$54,100.

This letter was handed to Mr. Ritter by Mr. Darlington about three days after the death of Mr. Runk.



The following letter was received by Mr. Joseph G. Darlington. It was given to him by William H. Nice, an employee of Darlington & Runk, on the day after Mr. Runk's death:

Dear Joseph:—I have grossly deceived you, and can only pay my debts by my life. The Girard bank is overdrawn \$26,000. F & M., \$20,000; N. A., \$18,000; Tradesmans, \$16,000, and Fourth Street, \$6,000; makes \$86,000.

To make these accounts good you will find checks drawn and not sent in Arthur's hands in compartment in safe, my top corner closet in an envelope. These checks, with balance in each book, have kept the showing far too good.

Howard Ritter is my executor, and I have given him instructions to make this \$86,000 good from my first insurance payment. The moneys I loaned he is to pay, and the memorandum in Farr's small book charged to me.

This is a sad ending of a promising life, but I deserve all the punishment I may get, only I feel my debts must be paid. This sacrifice will do it, and only this. I was faithful until two years ago. Forgive me. Don't publish this.

WILLIAM.

Tuesday. Don't blame Farr, for he is innocent.

The letter received by Mr. Nice was as follows:

LANDEILLO.

William:—Do all you can for Mrs. Runk, and see that I have a quiet funeral. I am driven to this, but I have tried to be a friend to you. Don't talk to any one.

Yours truly,

Tuesday, Oct. 6, 1892

WILLIAM M. RUNK.

Mrs. Mary Barcroft received the following letter:

LANDEILLO, ST. DAVID'S, PA.

My Dear Aunt Mary:—Forgive me for the disgrace I bring on you, but it is the only way I can pay my indebtedness to you. A. Howard Ritter will attend to all my affairs with you. You have always told me my mind was not strong. I have been led astray, have been infatuated with speculation, and lost. I work too hard, I am wild, but cannot recover now. Thank you for all you have been to me in every way. Forgive me.

Affectionately,

Tuesday, Oct. 6.

WILLIAM.

#### CHARGE OF THE COURT.

GENTLEMEN OF THE JURY:—This case, as has been said to you, is one of a great deal of importance, one which deserves your very careful attention, and one which can only be decided justly by understanding the law that governs it, and by adhering strictly to the evidence.

As frequently occurs, a good deal of testimony has been heard, and several questions have been raised, which will be found, in the view the Court now takes of the case, to be entirely unimportant. I only regret that we could not know at the outset how the case would present itself to our minds at the close, so that we might have avoided the unnecessary expenditure of time and unnecessary taxing of your strength and patience, and devoted ourselves to what now turns out to be the consideration on which the case must be decided.

Counsel for plaintiff have presented to the Court several points on which we are asked to charge, for the purpose of getting their view of the law before you. The plaintiff's first, second, and third points are disaffirmed. The fourth is also disaffirmed, for the reasons given in answering the defendant's first point, of which I will speak directly.

The fifth point reads as follows:

"If one whose life is insured intentionally kills himself when his reasoning faculties are so far impaired by insanity that he is unable to understand the moral character of his act, even if he does understand its physical nature, consequence and effect, such self-destruction will not of itself prevent recovery upon the policies."

This is affirmed. I will say, however, that we must understand what is meant and intended by the term "moral character of his act." It is a term which has been used by the courts, and is correctly inserted in the point; but it is a term which might be misunderstood.

We are not to enter the domain of metaphysics in determining what constitutes insanity, so far as the subject is involved in this case. If Mr. Runk understood what he was doing, and the consequences of his act or acts, to himself as well as to others, in other words, if he understood, as a man of sound mind would, the consequences to follow from his contemplated suicide, to himself, his character, his family and others, and was able to comprehend the wrongfulness of what he was about to do, as a sane man would, then he is to be regarded by you as sane. Otherwise he is not.

The defendant's first point reads as follows:

"There can be no recovery by the estate of a dead man of the amount of policies of insurance upon his life, if he takes his own life designedly, whilst of sound mind."

This point is affirmed.

The defendant's first point, which I have just read to you and affirmed, and the plaintiff's fourth point, which I have disaffirmed, raise the same question, and it is one of very great difficulty. It is very remarkable that the question has never been directly passed upon by any court of last resort, nor, so far as has been discovered, by any other, in this country or in England.

When the points were presented I said in your presence that in the absence of authority, or of custom on the part of insurance companies or in the business of insuring bearing on the subject, I would

feel little hesitation in holding that suicide by the insured, while in a sane condition of mind, constitutes a defense to the payment of the policy, but that I inclined to believe there was authority to the contrary. It is conceded, however, that there is nothing to be found on the subject but dicta, and these are conflicting; and there is no evidence before the Court of any custom in the business of insurance bearing on this subject.

I regret that I must pass on the question without opportunity for examination or reflection. It seems to me, however, that every contract of life insurance contains an implied condition that the insured will not intentionally terminate his life, but that the insurer shall have the benefit of the chances of its continuance until terminated in the natural, ordinary course of events. It is on these chances that the premium is calculated and based, and the contract is founded. It cannot be doubted that if one having a policy on his buildings, insuring against fire, should intentionally burn them, his act would be a defense to the policy; nor that one taking a policy on the life of his debtor, whom he subsequently murders, cannot recover the insurance. In principle I am unable to distinguish these cases from that where the insured commits suicide. The fraud on the insurer seems to be as clear in the latter case as in either of the others.

Additional reasons:

"A different construction of the policy would seem to make it a contract to pay the insurance immediately if the insured commits suicide, thus offering an inducement to commit this act. If the insured lives out the ordinary term of life, the time of payment may be very remote, and therefore the inducement to commit suicide is very great if payment follows this event. Of course no insurer would intentionally enter into such a contract; it would be destruction of its interests. His premiums are calculated, and his prospect of gain is based on the insured's chances of life under ordinary circumstances; and if the latter may render the insurance payable immediately by committing suicide, the former is completely at his mercy. If, however, an insurer should enter into such a contract, the law would declare it void, because of its violation of public policy. It would seem, in effect, to be a contract to pay money for the commission of suicide."

If suicide results from insanity it is not, in legal contemplation, the intentional act of the insured. What constitutes insanity, in the sense in which we are using the term, has been described to you, and need not be repeated. If this man understood the consequences and effects of what he was doing or contemplating, to himself and to others, if he understood the wrongfulness of it, as a sane man would, then he was sane, so far as we have occasion to consider the subject, otherwise he was not.

Here the insured committed suicide, and, as the evidence shows, did it for the purpose, as expressed in his communication to the

executor of his will, as well as in letters written to his aunt and his partner, of enabling the executor to recover on the policies, and use the money to pay his obligations. I therefore charge you that if he was in a sane condition of mind at the time, as I have described, able to understand the moral character and consequences of his act, his suicide is a defense to this suit.

The only question, therefore, for consideration is this question of sanity. There is nothing else in the case. That he committed suicide, and committed it with a view to the collection of this money from the insurance companies and having it applied to the payment of his obligations, is not controverted, and not controvertible. It is shown by his own declaration, possibly not verbal, but written. The only question, therefore, is whether or not he was in a sane condition of mind, or whether his mind was so impaired that he could not, as I have described, properly comprehend and understand the character and consequences of the act he was about to commit.

In the absence of evidence on the subject he must be presumed to have been sane. The presumption of sanity is not overthrown by the act of committing suicide. Suicide may be used as evidence of insanity, but, standing alone, it is not sufficient to establish it. It is sometimes thoughtlessly said, if a man commits a high crime or takes his life, that he was insane, he was crazy. The fact that a man commits a high crime is not evidence of insanity, and the fact that he takes his life does not of itself overthrow the presumption of sanity. There must be something more than this.

Therefore we start with the presumption of sanity in the defendant's favor, and the burden of showing insanity on the plaintiff.

You have heard the evidence on the subject and the comments of counsel respecting it, and from this you must determine how the question should be decided. I believe the wife and sister alone expressed an opinion that his mind was "unbalanced." Whether either of them formed this opinion before his death I am uncertain. The wife said she did not. If the opinion is based on the fact alone that he committed suicide, it is of no value. If it is based on this fact and his previous conduct, condition or conversation, it may and should be considered; its value still is for you.

These witnesses, together with two or three others, and probably more, you will remember, testified to his conversation, his conduct, his nervousness, the change in his appearance, and so on, shortly before his death. You must judge in how far this testimony tends to show an insane condition of mind, such as I have described. Might or might not the natural worry and distress occasioned by his unfortunate circumstances and the contemplation of self-destruction as a means of relief account for his conduct and appearance, without the existence of such insanity?

On the other hand, the defendant has called your attention on this subject to the fact that he conducted the business of his firm during

his partner's absence and up to within a very short time of his death; and you have seen how methodically he prepared for his end, the letters he wrote, the instructions prepared for his executor, and so on.

Now from all the evidence on the subject (and your attention has been very fully called to it by counsel, and there need be no repetition of it) you must determine the question of sanity.

While I thus submit the question, and remind you that the responsibility of deciding it rests upon you alone, I consider it a duty to say that I do not regard the evidence on which the plaintiff relies as strong. It may be sufficient; that is a question entirely for you.

If you find him to have been insane, as I have described, your verdict will be for the plaintiff. Otherwise, it will be for the defendant.

There is nothing more that I need say. I can render you no further assistance. I will repeat, you must be very careful to guard your minds against the influence of sympathy or prejudice. Each of the parties is entitled to equal consideration at your hands. If you are not guided and controlled by the law as stated by the Court, and the evidence as heard here, you will do great wrong to the parties and wrong to yourselves.

(Counsel for plaintiff except to the disaffirmance of the first, second and third points submitted on behalf of plaintiff;

Also to the disaffirmance of the fourth point submitted on behalf of plaintiff, and to the answer to said fourth point;

Also to the answer of the Court affirming the fifth point submitted on behalf of plaintiff;

Also to that part of the charge where the Court says:

"I therefore charge you that if he was in a sane condition of mind at the time, as I have described, able to understand the moral character and consequences of his act, his suicide is a defense to this suit."

Also to that part of the charge of the Court saying that suicide standing alone is not sufficient to establish insanity, and if the opinion is based on that fact alone, it is of no value.

Also to that part of the charge where the Court says: "While I thus submit the question, and remind you that the responsibility of deciding it rests upon you alone, I consider it as a duty to say that I do not regard the evidence on which the plaintiff relies as strong.")

The points submitted on behalf of plaintiff are as follows:

1. The evidence is not sufficient to warrant the jury in finding that the deceased entered into the contracts of insurance evidenced by the policies sued upon with the intention of defrauding the company defendant issuing the same.

2. The evidence is not sufficient to warrant the jury in finding that the deceased entered into the said contracts of insurance with the intention of committing suicide.



3. The evidence upon the part of the defendant does not warrant any inference of fact which constitutes a defense in law to the plaintiff's right to recover the amount due upon the said policies.

4. The mere fact that the insured committed suicide does not, standing alone, avoid the policies, there being no condition to that effect in the policies.

Terry's case, 15 Wall. 586.

5. If one whose life is insured, intentionally kills himself when his reasoning faculties are so far impaired by insanity that he is unable to understand the moral character of his act, even if he does understand its physical nature, consequence and effect, such self-destruction will not of itself prevent recovery upon the policies.

JOHN HAMPTON BARNES,

RICHARD C. DALE,

GEORGE TUCKER BISPHAM,

*Attorneys for Plaintiff.*

The points submitted on behalf of defendant are as follows:

1. There can be no recovery by the estate of a dead man, of the amount of policies of insurance upon his life, if he takes his own life designedly whilst of sound mind.

2. If you find that Runk committed suicide when he was of sound mind, being morally and mentally conscious of the act he was about to commit, of its consequences, and of its nature, with the deliberate intent to secure to his estate and to his creditors, the amount of the policies sued upon, there can be no recovery.

3. If you find that Runk obtained the policies of insurance sued upon, at a time when he was insolvent and an embezzler, with the intent thereby to secure, in case of his death, from the defendant, the fund with which to pay those to whom he was indebted, and whose property he had embezzled, that he subsequently committed suicide whilst of sound mind, with the deliberate intent to carry out this scheme, there can be no recovery.

4. The defendant is entitled to set off the loss occasioned by the failure of Runk to keep his agreement not to die by his own hand within two years of the date thereof. The amount of this loss cannot be less than that of the policies sued upon.

In the closing term of the year, in the United States Circuit Court of Appeals, the case came up on appeal. Justice Acheson delivered the opinion as follows, affirming the judgment of the Circuit Court of the Eastern District of Pennsylvania:

ACHESON, J : This was an action brought by A. Howard Ritter, executor of the last will of William M. Runk, late of the city of Philadelphia, deceased, against the Mutual Life Insurance Company of New York, upon six policies of insurance, together amounting to the sum of \$75,000, all bearing date November 10, 1891, issued by the defendant company to William M. Runk upon his life. On the

fifth day of October, 1892, Mr. Runk, with great deliberation, committed suicide by a pistol shot, at a time when, as the evidence indicates and the jury has found, he was of sound mind and able to understand both the physical and the moral character and consequences of his act of self-destruction. At the time of his suicide Mr. Runk carried insurance upon his life to the amount of \$500,000, the policies for which had been issued to him by a number of different companies. When the policies here in suit were taken, Mr. Runk already carried upon his life policies of insurance issued by other companies to the amount of \$315,000, of which \$135,000 had been assigned by him to his aunt, Mrs. Barcroft, as collateral security for moneys he owed her. At the same time he effected the insurance which is the subject matter of this suit. Mr. Runk took out another policy of insurance on his life in the defendant company for the benefit of his wife for \$20,000. Shortly thereafter, in the month of January, 1892, he took out in his own name additional insurance upon his life to the amount of \$20,000 in other companies.

In connection with the facts already stated, there was evidence upon the trial of this case tending to show that at the time the policies in suit were taken out, Runk was insolvent, that his entire income did not exceed \$700 a month, out of which he had to support his family; that theretofore he had been engaged in, and thereafter continued to be engaged in, stock speculations on a large scale, in which he sustained heavy losses, that he had then begun a system of surreptitious withdrawals (amounting at his death to \$80,000) of his contribution of \$100,000 to the capital stock of the firm of Darlington, Runk & Co., of which he was a member, in violation of his partnership obligations, and which withdrawals he artfully concealed, and it appeared further that, before the date of the policies in suit, Mr. Runk had embezzled funds of the Protestant Episcopal Mission, of which he was treasurer, to the amount of about \$30,000.

On the day of his death, or the day before, Mr. Runk wrote a letter to the executor named in his will, Mr. Ritter, giving a particular account of his liabilities and a list of his insurance policies, and directing the application of the insurance moneys to his indebtedness. This letter, and also other letters in evidence written by Mr. Runk just before he shot himself, clearly evince that he deliberately committed suicide with the intention and in order that the insurance he had effected on his life might be collected by his executor and applied to the payment of his liabilities.

As the case went to the jury, the only question of fact submitted to that tribunal was the question of the testator's sanity at the time he took his life. Nevertheless, error is assigned to the refusal of the Court to affirm the plaintiff's first and second points, namely: 1 The evidence is not sufficient to warrant the jury in finding that the deceased entered into the contracts of insurance evidenced by the policies sued upon with the intention of defrauding the company

defendant issuing the same. 2. The evidence is not sufficient to warrant the judge in finding that the deceased entered into the said contracts of insurance with the intention of committing suicide.

The assignments of error under this head raise the question whether there was any evidence in the cause which would have justified the judge in finding that the policies in suit had been taken out by Mr. Runk with the fraudulent purpose of ending his life by his own hand. We think that there was such evidence, and that affirmation of the above quoted points would have been erroneous. True, it was not shown by the declaration of the insured or by other like positive evidence that at the time he effected the insurance he had formed the purpose to take his life. But such direct evidence of dishonest intention is rarely obtainable.

Fraudulent intention is seldom openly avowed, and ordinarily its existence must be deduced from the circumstances surrounding the particular transaction, apparent motive, and considered before and after the event. Here we have a man heavily in debt and insolvent, who had unlawfully appropriated to his own use trust funds, and was in constant danger of exposure; who had plunged into hazardous stock speculations, and who was already carrying an unusually large amount of life insurance, his income being grossly inadequate to pay the accruing premiums on that insurance, and maintain his family.

In this desperate state of affairs this man takes out additional life insurance, amounting (with the policy in favor of his wife) to the large sum of \$95,000, which he knew he could not maintain for any great length of time. Then about two months later we find him still further increasing his life insurance by other policies to the amount of \$90,000. Nine months thereafter, when in a sane condition of mind, he takes his life, with the express purpose of enabling his estate to realize upon his life policies, leaving specific written directions to his executor how to apply the insurance moneys in discharge of his liabilities. It is, indeed, the fact that Mr. Runk's suicide followed immediately after certain irregularities in his conduct of the business of Darlington, Runk & Co. had been detected, and when full exposure of his misconduct was imminent. Still, however, it was for a jury to determine, under all the circumstances, when Mr. Runk first formed the design to take his life, and the evidence, we think, would have well warranted the finding, that at the time he took out the policies in suit he was preparing for the worst, and that he then contemplated and had determined upon self-destruction should his stock speculations fail him in the near future. We are not then able to sustain any of the assignments of error upon this branch of the case.

The plaintiff's fourth point was refused and the defendant's first point was affirmed, and the court charged the jury, that if the insured, Mr. Runk, was in a sane condition of mind at the time of self-destruction, his suicide was a defense to this suit. These instructions are

assigned for error, and the assignments raise the question whether the personal representatives of one who, when sane, deliberately kills himself with the intent to secure to his estate the amount of insurance he has effected upon his life, can recover the insurance money, the policy containing no provision with respect to suicide.

It is conceded that this precise question was not involved or decided in any case prior to the present one. In the cases brought to our attention where suicide, during sanity, by the person whose life was insured, was held not to be a valid defense, the policy was issued for the benefit of some other person, or an independent interest by assignment or otherwise, had been acquired by a person. Not one of the decisions, we think, gives countenance to the idea that the personal representatives of the insured can recover where the latter, whilst sane, deliberately commits suicide for the purpose of compelling payment of the insurance money to his estate. That there can be no recovery in such a case has been asserted by courts and judges whose expressions of opinion command great respect.

It is a fundamental condition of the contract of life insurance, even if the policy be silent on the subject, that the insured while in a sound mental condition will not voluntarily destroy his life. The contract would lack mutuality of obligation if the insured at his own pleasure, by intentional self-destruction, could terminate the payment of the stipulated premiums and precipitate the payment of the sum insured. To sanction a recovery in such a case would be to reward fraud and encourage wrong-doing.

The remaining assignments of error relate to the instructions of the court as to what constitutes that degree of mental unsoundness which will relieve against what otherwise would be the consequence of self-destruction. Here it seems to be proper to cite at length the plaintiff's fifth point, and the answer thereto and the accompanying observations made by the court. These were as follows:

"5. If one whose life is insured intentionally kills himself when his reasoning faculties are so far impaired by insanity that he is unable to understand the moral character of his act, even if he does understand its physical nature, consequence and effect, such self-destruction will not of itself prevent recovery upon the policies.

This is affirmed. I will say, however, that we must understand what is meant and intended by the term moral character of his act. It is a term which has been used by the courts and is correctly inserted in the point; but it is a term which might be misunderstood.

We are not to enter the domain of metaphysics in determining what constitutes insanity, so far as the subject is involved in this case. If Mr. Runk understood what he was doing, and the consequences of his act or acts to himself as well as to others, in other words, as a man of sound mind would, the consequences to follow from his contemplated suicide to himself, his character, his family and others, and was able to comprehend the wrongfulness of what he was about to do, as a sane man would, then he is to be regarded by you as sane. Otherwise he is not."

In a subsequent part of the charge the court said:

"I, therefore, charge you that if he was in a sane condition of mind at the time, as I have described, able to understand the moral character and consequences of his act, his suicide is a defense to the suit."

We are not able to discover in these instructions anything of which the plaintiff in error can justly complain.

The explanatory remarks which the learned court made in connection with his affirmance of the plaintiff's fifth point were pertinent and proper. Upon the question of insanity the jury was plainly informed that to prevent a recovery it was not enough that Mr. Runk understood the physical nature, consequence, and effect of his act of self-destruction, but that he must have also understood the moral character and consequences of the act, and that, if he did not comprehend its wrongfulness, he was to be regarded by the jury as insane.

Nor were the instructions of the court inadequate to the facts of the case. We think that they fully covered the question of insanity here involved. We do not perceive that in the instructions complained of there was any departure from the principles approved by the Supreme Court in the cases of *Life Insurance Company vs. Terry*; *Insurance Company vs. Rodel*; *Manhattan Life Insurance Company vs. Broughton*, and *Connecticut Mutual Life Insurance Company vs. Aken*.

The charge, we think, conformed to the rulings in those cases.

We are of the opinion that this record discloses no error, and the judgment of the Circuit Court is affirmed.



## PROBLEMATIC CASES.

INDETERMINATE—DISPUTABLE—PUZZLING—NON-PROVEN.

## WALTON DWIGHT.

Colonel Walton Dwight was a prominent and respected citizen of Binghamton, N. Y., for many years. He was proprietor of one of its local newspapers, was at one time mayor of the city, and had been colonel of a regiment from that part of the State during the war. He was a large real estate operator, having built a section of Binghamton known as Dwightville, and also a handsome hotel called the Dwight House, which was surrounded by fifty cottages. The city had no more public-spirited and no more popular citizen. He was a man of commanding presence, six feet three in height, of large frame, weight 225 pounds, age forty-one, and apparently in robust health. His biographers describe him as a "splendid fellow," and he described himself as a man accustomed to "bore with a big auger."

His business operations had always been on a grand scale, and largely based upon borrowed money. According to his own sworn statement, he had lived at the rate of eighteen thousand dollars a year, and had accumulated four hundred thousand dollars of debt, besides dissipating his wife's fortune, and rendering her insolvent to a large, if not almost an equal, amount. He finally was beset on all sides by creditors, members of his wife's family being among the most rapacious and exacting. In testimony given in 1878, during the bankruptcy proceedings which he had instituted for his relief, he swore as follows: "I received a notice that Dusenberry (his wife's uncle) was about to sell the equity interest in this estate, thereby sweeping the last plank from under me." Again, he says, "It was just like killing me, and I felt as though I was sold out by everybody and everything." At another time, in the same

proceedings, he stated, under oath, that he had but eight dollars "on the face of the earth," and his wife but two dollars; and that he was borrowing money from his brother Ward to pay the bills for board of himself and wife at the Spaulding House.

When Dwight was in the plenitude of power, his kinsfolk and his neighbors in Broome County regarded him as something little short of a demi-god. He was "king of the commons," and in their admiring eyes the king could do no wrong. When his vast enterprises came to naught, and he was stranded, a financial wreck, the willing subjects of his autocracy had full faith in his ability to rebound with acrobatic elasticity, and in his own good time, from the seat of restored credit and affluence, to survey the gulf of misfortune from which he had safely emerged.

But that gulf was so broad and deep that even this man of wonderful grasp and apparently limitless capacity was appalled by its magnitude. He wore a mask to conceal the disquietude that was consuming him, and none—not even his intimates—could penetrate the disguise, and discover that the old pluck and manhood and self-reliance were slipping away from him. His wealthy father-in-law, with confidence in his reactive vigor, offered him his check for a quarter of a million. With characteristic pride and hauteur he refused it.

In this refusal he knew that he was giving another illustration of the proverb, "pride goeth before destruction, and a haughty spirit before a fall." Perhaps he foresaw that even with that bountiful help the gulf could not be bridged—that it was impassable for him. Those who take this view will judge his refusal mildly; yet under any view of the circumstances the question comes up, how can such exhibition of pride in declining the generosity of the father-in-law be reconciled with the total absence of pride which found expression in willingness to father his debts upon the life insurance companies? For that he came to this resolve as the speediest means of extrication from the disheartening consequences of his bankruptcy, either by the sacrifice of a life which for him was no longer worth living, or by its pretended sacrifice, the substitution of another body, and his escape to a foreign country, those who closely

watched the course of events fully believed. Those who took the latter view still adhere to it in the lapse of years with unshaken pertinacity. The asseverations of the Broome County adherents and pensioners, the declarations of doctors, the disputations of lawyers, the confident theories of detectives, the affirmations and negations of expert testimony have never altered their convictions. Nevertheless there was much in his conduct, his voluntary exposure, for example, to pneumonia by repeatedly swimming across the Susquehanna in very cold weather and his persistence in taking excessive quantities of morphia and gelsemium, particularly the latter—to point to a fixed purpose of self-destruction. It was testified to upon the stand that in the last weeks of his life he declared that "he would rather be in hell than be poor."

Col. Dwight was not discharged from bankruptcy until November 6th, nine days before his death; but on the 31st day of July he began to apply for life insurance as an available means of providing for his obligations, and before the middle of September he had made formal applications to thirty-one companies for a sum in the aggregate of three hundred and ninety thousand dollars, requiring annual premiums of about thirteen thousand dollars.

Twenty-one companies accepted the risk, as noted herewith, for an amount requiring annual premium payments of eight or nine thousand dollars:

Equitable, N. Y.....	\$50,000
Manhattan, N. Y.....	20,000
Mutual Benefit, N. J.....	15,000
Northwestern, Milwaukee .....	15,000
Germania, N. Y .....	15,000
Ætna, Conn. ....	10,000
New York, N. Y.....	10,000
Union Mutual, Maine.....	10,000
Travelers, Conn. ..	10,000
National, Vermont .....	10,000
Washington, N. Y. ....	10,000
New England, Boston .....	10,000
Berkshire, Pittsfield .....	10,000
United States, N. Y.....	10,000
Massachusetts, Springfield .....	10,000
Metropolitan, N. Y.....	10,000
Carried forward.....	\$225,000

Brought forward.....	\$225,000
State Mutual, Mass.....	10,000
National, U. S. A.....	5,000
Homœopathic, N. Y. ....	5,000
Home, N. Y. ....	5,000
Brooklyn, N. Y. ....	5,000
Total.....	\$255,000

This "noble specimen of manhood" was so popular in his own community that his neighbors scornfully resented the imputations that followed these transactions. Yet some of them could easily recall how when he was only twenty-eight he inveigled the cautious fossils of the Broome County Bank into furnishing the sum of \$300,000 to purchase pine timber land in Canada, and how he bought the land for much less money, and how he refused to return the balance, and how, when suit was brought to recover, the jury disagreed, and how with the "swag"—that is the word in such cases—he bought the Dickinson property known as "The Orchard," and invested in an extended plan of improvements, and how on one occasion, when his family were away visiting and no one was left at home but himself, the mansion and contents, insured for \$35,000, were destroyed by fire soon after he had quitted the house to rejoin the family. These and similar incidents were, possibly, susceptible of satisfactory explanation by his adherents. What the insurance companies more particularly wanted in the later scenes of dramatic performance was an explanation of the false answers in the application by which they were deceived. Taking the application of the company that came forward to stand a trial test, the Germania, as a type, Col. Dwight answered the questions here appended as follows:

1. In what occupation has he been engaged during the last ten years?—Ans. Real estate and grain dealer.
2. Is he now, or has he been, engaged in or connected with the manufacture or sale of any beer, wine, or other intoxicating liquor?—Ans. No.
3. Whether the party to be assured is now, or has been, insured in other companies; in which, and for what amount

in each? State exactly on what kind of policy.—Ans. Yes: Mutual, N. Y., fifteen year endowment, ten thousand dollars; Connecticut Mutual, ordinary life, fifteen thousand dollars; Washington, ordinary life, ten thousand dollars; Equitable, ordinary life, ten thousand dollars.

4. Whether an assurance has been applied for with this or any other company without having led to an assurance; if so, with which companies; and for what reason did the application not lead to an assurance?—Ans. No.

5. Has the party now, or has the same ever had, any of the following diseases: spitting of blood, bronchitis, consumption, etc.—Ans. No.

1. It was in evidence that Col. Dwight, during his bankruptcy proceedings in 1878, swore that his whole occupation from 1872 consisted in fighting his lawsuits and keeping the Dwight House.

2. It was proved, and not disputed, that he sold liquors during the whole period of time which he kept the Dwight House.

3. It was proved, and not disputed, that he never was insured in the Mutual Life of New York, nor in the Connecticut Mutual Life.

4. It was proved, and not disputed, that he had made applications to the Phoenix Mutual Life Insurance Company and others, which had not led, and never did lead, to an assurance.

5. It was proved by several witnesses that he had, in March, 1867, severe cough with repeated spitting of blood, amounting in at least one instance to a copious hemorrhage, and that he had repeatedly said that he had had hemorrhages from the lungs; also that he "expected the damned thing would carry him off." This testimony was not disputed by the plaintiff, who freely admitted the spitting of blood, but claimed that it was not a disease. At the apex of one lung, at the first autopsy, was found a "cicatrix," or "fibrous nodule," a lesion which was noted on the official notes subscribed to by the fifteen physicians present as being "probably the result of old pulmonary phthisis."



The truth of the answers to the foregoing questions was warranted in the usual form, and under the usual stipulation that if any of the answers in the application were in any respect untrue, the policy should be null and void. If the Germania and the associated companies had chosen to contest payment on the ground of such deception, they could have successfully resisted a claim. The law in New York State requires the judge to decide upon legal points, and not to allow a case to go to the jury when there is no conflict of testimony. But the companies were not willing to win the case upon purely technical grounds. Their contention was based upon the conviction that fraud had been perpetrated which called for retributive justice. Resistance was in the interest of good morals and public policy, as well as in defense of the funds that belonged to honest policyholders.

The circumstances attending Dwight's insurance and his succeeding death or disappearance were, to view them in the most charitable light, suspicious. The large insurance upon his life required an amount of ready money for periodical payments beyond his reach; the second quarter's premiums were nearly due; as he was short of means, there was danger of lapse; he had procured his discharge in bankruptcy, and in that way a clearance of indebtedness amounting to \$400,000, so that in case of his death, his creditors could not touch a cent of the insurance money, and an immediate death would save the policies from lapse; he had his hair and beard, of which he had always been very proud, suddenly cut off, which rendered him unrecognizable to many of his nearest acquaintances; he sent his son away; he had with him as an accomplice a man named Charles W. Hull, who was notorious as a promoter of the Cardiff Giant fraud, and this individual testified to having been the only witness of the Colonel's death; he made a will distributing money in such a way as would most likely promote deception and create a strong public sentiment favorable to the testator; \$10,000 was given for Christmas dinners for the poor; \$7,500 for a library; \$1,000 for an annual dinner for the newspaper men; \$3,000 for the Binghamton fire department; \$5,000 to the coroner who was to hold the inquest upon the body; and \$10,000 to the surrogate who was to pass upon the

will. Why should money have been left to these officials? Is it customary for men in making wills to insert bequests to coroners and surrogates? Did not such extraordinary procedure, taken in connection with the other circumstances, justify the suspicion that it was a piece of strategy to buy the indulgent consideration of these officials? In espousing his cause they would contend vigorously for their promised inheritance.

With the vigor which characterized the administration of the United States Life Insurance Company, its executive officers soon acquired evidence to invalidate the claims of these beneficiaries. They had direct and collateral proof of his pulmonary hemorrhages; they had acknowledgments over his own signature, and corroborative statements from others. In answer to the question, "Has the party had spitting or coughing of blood?" Dwight answered "no," but added on the margin, "see note." When asked, in the course of correspondence, for explanation of this direction, he said that he had taken a very serious cold ten years before, and the cough was so violent as to start blood from the nose and throat; nevertheless he did not consider that it was worth taking into account, and therefore answered in the negative. Whether it was of little account, when taken in connection with his truthful admissions, may be inferred from one sentence in the report of the autopsy made by Dr. Delafield. He said: "Upper lobe, right lung, at apex, several small fibrous nodules, *probably the result of old pulmonary phthisis.*"

Upon discovery of the leading features of the history, the president of the company, Mr. T. H. Brosnan, sent an agent to Binghamton to inform Dwight of the detection of his misrepresentations. They had traced his footsteps through his devious windings, and they had learned why, when sick even unto death, and under medical surveillance, he stole away from home under cover of night, and took a sleeping-car for New York city. The agent was instructed to tender return of the quarterly premiums, and to demand surrender of the policy, which, under the deception that had been practiced, would be regarded as null and void. The agent was treated with defiance, and surrender was contemptuously refused. This Hector

"understood his rights, and knew what he was doing." The company preferred to fight it out during the life-time of the aggressor; the arrogant colonel preferred to leave a legacy of litigation, and to take the chances of a stained and clouded reputation.

During the month of September and the first ten days of October, 1878, Col. Dwight spent most of his time in hunting in the neighborhood of Windsor, N. Y., over a country which is extremely hilly or semi-mountainous. About October 11th it was announced that he was unwell. News of his alleged illness reaching the insurance companies, their suspicions were aroused, and Dr. Charles H. Porter was sent to see him on November 6th. Dr. Porter found, after very careful examination, nothing abnormal with any of the organs of Col. Dwight, and obtained from Dwight's physician, in his presence, the history of an obscure illness in which the only objective symptoms had been some vomiting and some evidences of a paroxysm, said to resemble an attack of pernicious fever, but which had lasted only a few minutes, and in which the temperature had not risen above or fallen below  $98\frac{1}{2}$ °, and the pulse not over 80. Suspecting that Col. Dwight might be suffering from chronic arsenical poisoning, Dr. Porter asked for the usual chemical analysis, but was met with the reply that Fowler's solution was being administered, and that therefore arsenic would of necessity be exhibited in the renal secretion.

The evidence for the defense gave no account of what occurred in the history of Col. Dwight between the 6th and 15th of November.

In order to obtain some information concerning the day of his death, Mrs. Owens, a sister of Mrs. Dwight, was placed upon the stand. According to her statement, the apartments occupied by Col. Dwight were in a semi-detached cottage, which formed a part of the Spaulding House, in Binghamton. They consisted of a sitting-room, entered directly from a corridor, and communicating with a bedroom which was furnished with one window opening upon the ground. In the sitting-room was an open fire or stove. The bed in the chamber had a high head-board, of such a character that it would be easily possible for a man to hang himself whilst in bed.

During the day of November 15th, Col. Dwight was up, dressed, saw various persons in his sitting-room, executed legal papers in a clear, bold hand, was bathed, and had his beard cut off by a barber. Between 8 and 9 o'clock P. M., Mr. Charles A. Hull made his appearance. About half-past nine Dr. D. S. Burr called, chatted a few moments, and then left. Mrs. Dwight and Mrs. Owens left the room a few minutes after the doctor, Col. Dwight bidding them good-night. They retired to their room on the other side of the corridor, where they slept together. At about half-past eleven they were aroused by a rap upon the door. Mrs. Dwight instantly arose and went to her husband's room, Mrs. Owens following in two or three minutes. Mrs. Owens found in the room Mr. Hull, W. F. Spaulding (the proprietor of the hotel), and Mrs. Dwight. Col. Dwight gave no sign of life after she entered. He was supported on pillows, and Mr. Spaulding was trying to give him brandy, but desisted in a few minutes, saying that he could not swallow it. At the suggestion of some one, hot water was obtained and Col. Dwight's hands were put into it. Something over half an hour after Mrs. Owens went to the room, the undertaker arrived. Mrs. Dwight and Mrs. Owens then went into another room and went to bed.

In order to complete the story at this point, it is necessary to draw on the evidence furnished by Neri Pine, the attorney of Col. Dwight, who was put upon the stand by the plaintiff. He stated that on November 15th he called on Col. Dwight to transact certain legal business, and to inquire concerning the funds for the payment of the second quarter's premium which would be due on the 10th. Col. Dwight replied that he had no money to pay it, but that he (Mr. Pine) had better see Mr. Dusenberry, his father-in-law, who he (Dwight) thought would advance the necessary funds. Mr. Neri Pine further stated that Col. Dwight gave him no reason for supposing that any arrangement had been perfected with Mr. Dusenberry, but told him "that he was going to make arrangements with his father-in-law."

By the morning after this interview, death had to all appearances rendered unnecessary any call by Mr. Neri Pine upon Mr. Dusenberry's good nature.

In the last will and testament of Col. Dwight, he was frank enough to state that his only assets were the moneys to be derived from the life-insurance companies, and that he did not consider himself morally or otherwise required to pay anything to his creditors, from whom he escaped through his bankruptcy proceedings. At the same time, as has heretofore been noted, he bequeathed large sums for a purpose the artifice and significance of which would seem to have been as transparent at the time as it is to-day. Nor is it any easier at this late day than it was then to reconcile such a conflicting attitude with the ethics and the equities which govern the relations and the transactions of honorable men.

With a similar flourish, and an eye to stage-effect, this *grand seigneur* directed a number of trifling sums, from \$1.60 upwards, to be paid to certain small creditors, who were specifically named. This eagerness to pay his petty personal debts seemed to indicate that he expected to die soon. After the payment of the legacies, the will provided that the bulk of the money to be derived from the insurance companies should pass to his wife and son, but if the wife should not be released from bankruptcy, her share was to go to the son, in order to prevent its being used for the payment of debts. His frame of mind is reflected in the following statement in the will: "I have lived to that age, and been subject to such experience, that I have no further ambition for myself beyond leaving my family comfortable, and with sufficient means to enable them to live as they were in the habit of living heretofore, and also in making such friendly bequests to those who are endeared to me from association and kindly acts, as will leave pleasant memories behind me when I start on the long journey."

From a carefully written discussion\* of the medico-legal aspects of the case by Dr. Horatio C. Wood, of Philadelphia, the following interesting passages are extracted:

Fifty-eight hours after death the first autopsy was made on the alleged body of Col. Dwight. The results obtained were testified to on the part of the defense by Dr. John Swinburne, and are embodied in the first hypothetical question herein pre-

\* "The Expert Testimony in the Dwight Insurance Case."—*The Medical News*, January 12, 1884.



sented. A second autopsy was made about five months after death in the presence of various physicians. The results obtained were testified to by Drs. Swinburne, Sherman, and Bridges, and are also embodied, so far as they are of any importance, in the hypothetical question.

Before taking up these questions, it seems proper to give a little more in detail the evidence submitted by the defense in regard to two or three points.

As to the *condition of the heart*. Dr. Swinburne testified that the heart was perfectly healthy in every particular, except that some little thickening was noticed around the edges of the valves, and that at the second autopsy he carefully examined the coronary artery and found it entirely normal.

Dr. Sherman testified that, at the second autopsy, he found the heart remarkably firm, and in a good state of preservation; that he had prepared about one hundred and fifty slides of its walls for microscopical examination, and found in each the muscular fibre perfectly normal. He had with him in court a number of these specimens, and offered them for examination by any experts who might be called by the plaintiff, but no such examination was made.

Dr. Austin Flint, Jr., stated that he had examined a number of these slides, and found the heart-tissues normal. Dr. H. C. Wood confirmed this condition of the muscle-fibre in the slides which he had examined. Dr. E. H. Bridges testified that he had examined the heart both macroscopically and microscopically, and found it normal.\*

When it is borne in mind that Col. Dwight was an athletic man, in the prime of life, forty-one years of age; had spent the last months of his life hunting in a hilly country without suffering from shortness of breath or other distress; that the lesions in the body were entirely diverse from those found after death from heart-failure; that the heart had emptied itself of blood, and ceased its action in systole; that there was no evidence whatsoever at the trial in any way contradicting the

\*The perfect condition of the heart at the second autopsy was largely due to the fact that, after the closure of the body at the first autopsy, the undertaker poured into the thoracic cavity a pint of concentrated solution of carbolic acid, arsenic, camphor, and corrosive sublimate.

statements made by Drs. Swinburne, Sherman, and Bridges; that the heart, carefully examined macroscopically, appeared to be perfectly normal; and the assertions of Drs. Sherman, Bridges, A. Flint, Jr., and H. C. Wood, that the fibres were shown by microscopical examination to have their striæ well marked, and to be entirely free from degeneration—the question as to the condition of the heart must be considered as settled. Certainly no opinion that death resulted from heart-failure could be given upon the evidence furnished at the trial.

In regard to the existence of *superficial emphysema of the lung* as present at the first autopsy, Dr. Swinburne testified minutely and positively, although from some oversight this testimony was not embodied in the hypothetical question as to the cause of death as given a little later. Such recent, fresh rupture of the upper air-vesicles is, in itself, almost sufficient to prove that a man has died from an obstruction to respiration in the throat. To rupture the air-vesicles there must be great internal pressure, as of forced respiration, and prevention of the escape of the air, which then tears open those vesicles whose walls are not closely supported by other vesicles, or by tightly contracting muscles.

In regard to the alleged *furrow in the neck*, Dr. Swinburne testified that it

Was a heavy indentation in the neck, commencing on the right side near the hyoid bone, and extending upwards and backwards to within, perhaps, an inch or so, and perhaps less, of the center of the posterior part of the neck; on the left side, the same indentation commenced about the upper part of the cricoid cartilage, extended about the same angle upwards and backwards until the indentations came within an inch and a half of meeting. These indentations were full three-eighths of an inch deep, so you could lay your finger right in them, and about that in width—I should say full that. At the bottom of the indentation, there was a peculiar appearance, sort of leathery appearance, or had a half-burnt or scorched appearance.

Dr. Swinburne further stated that at the second autopsy this indentation was "plainly perceptible," and "the same peculiar condition which appeared before at the bottom of the indentation was present—that sort of leathery or hardened feeling."

Dr. Sherman testified that, at the second autopsy, he called attention to the deep furrow in the neck, and put his finger

in it. He stated that "the texture of the skin within this furrow had a leathery feeling. It was what Casper calls mummified." That he had seen other cases where death had been caused by strangulation with a cord, and that the furrow had the same characters as in the other cases.

Dr. Bridges testified that "the furrow was rounded at the bottom, about one-eighth to about a quarter of an inch thick, and a quarter to half an inch broad. The lower or bottom part of the furrow or groove was rounded, so that it fitted the convex surface of my little finger, that I passed through on each side. The base of the groove was hard, and had this appearance that has been described—a parchment look."

Mr. Nat. B. Freeman testified that he had, during the war, been accustomed to handling corpses, and familiarizing himself with their external appearances; that at the second autopsy he examined the furrow, found that it "was deep enough for my finger to go partially into it;" that the skin at the bottom of the furrow appeared hard; "the feeling was a hard feeling; its appearance was similar in appearance to old leather."

In regard to the *cause of death*, Dr. Swinburne gave as his firmly settled opinion, based upon personal knowledge of the external and internal appearance of the body, that the death had been caused by strangulation with a rope or cord.

The position of the other experts was judicial, so far as concerned the cause of death; they gave their opinions upon hypothetical questions which embodied the evidence as to facts which had been given and bore upon the subject.

There were several hypothetical questions given, but for want of space only the one which bore directly upon the main issue as to the cause of death is here inserted:

"You examine about fifty-eight hours after death, in the middle of November, the body of a man found dead at about 11 P. M., having been last seen alive one hour and a half before, and then apparently not in a condition of apprehension of sudden death; you find it to be the body of an unusually large and powerful man, great muscular vigor, with a considerable development of firm fat, forty-one years of age; you find nothing unusual in the appearance of the face and the general surface of the skin, except the presence of small dark spots indicating a little effusion of blood in the skin of the back and the back of the right arm; a furrow about the sides of the neck

nearly meeting in front and behind, about the size of the little finger, rounded at the bottom, and the skin involved in the furrow dense and hard, and a surface like parchment, the furrow beginning in front just above the larynx and extending upwards and backwards at an angle of nearly forty five degrees, the brain and membranes perfectly natural and healthy, except a clot of blood on the surface on one side near the top of the head, the clot being evidently of very recent origin, but not sufficient in itself to produce death; the lungs deeply congested with dark liquid blood, but presenting no evidence of inflammation, a few small fibrous nodules, and the bronchial tubes and windpipe deeply congested and filled with bloody mucus; the heart and the blood-vessels, including the valves of the heart and the vessels supplying the blood to the substance of the heart, absolutely healthy and natural in size and in every other regard, excepting a slight unimportant thickening of some of the valves; the cavities of the heart containing a very small quantity of dark blood; the liver, spleen, and kidneys absolutely natural and healthy, except that they, especially the kidneys, are deeply congested with blood and of natural size and weight; a small quantity of undigested food in the stomach, the mucous membrane of the stomach and intestines congested, and a small area of apparent inflammation about the size of a dollar in the stomach; finding all of the organs in the conditions stated, and the furrow made as described above, what, in your opinion, was the immediate cause of death?"

To this, Dr. Wood answered, the death could only have been produced by strangulation with a cord. After the cross-examination of Dr. Wood, experts were called, one after the other, until the Court refused to hear any more. In this way, Drs. Porter, Sherman, Bridges, Avery, Lee, and Hand (the latter three gentlemen being practising physicians and coroners or ex-coroners of Chenango County, New York) were allowed to answer the hypothetical question, and all agreed with the answer given by Dr. Wood.

The only evidence offered by the plaintiff bearing upon the medico-legal facts in the case was:

First. *In regard to the two alleged chills* occurring during his illness—the last one a week previous to his death.

The only evidence given concerning these attacks was that of Mrs. Bessie MacDonald and Mr. Francis Downe. It was so indefinite, and would require so much space for its recital here, that the reader is referred to the book of corrected evidence. From it, it is impossible to state with any degree of pos-

itiveness what the nature of the attacks was. It is not probable that they were malaria, for in the first attack there was no fever, and in the second attack the fever lasted for "perhaps half an hour," and the chief symptom was abdominal pain.

The counsel for the plaintiffs offered to prove the symptoms and nature of the sickness of Col. Dwight, and the cause of his death, by Drs. Orton and Burr, who attended Col. Dwight in his last illness, and were each of them on the witness-stand. According to the law of the State of New York no physician is allowed to testify concerning a patient, or to give information which has been imparted to him by a patient, unless the latter publicly gives his consent. And when the defense in an early stage of the trial sought to put Dr. Doane on the stand to prove that Col. Dwight's hemorrhage came from the lungs, they were debarred under this statute. The counsel for the plaintiffs contended that the right of waiver passes to the executors of a dead man; but on the part of the defendant such interpretation of the law was strenuously resisted. Many hours were spent in legal argument, but the court finally decided in favor of the plaintiffs, and permitted Doctors Orton and Burr to testify as to their knowledge of the sickness of Col. Dwight, and the causes of his death. When, however, this right was granted, the counsel for the plaintiffs did not exercise it, and neither Dr. Orton nor Dr. Burr was asked a single question concerning the symptoms of Col. Dwight's alleged last illness, or the causes of his death.\* Under these circumstances it seems impossible for a professional man to attach importance to the statements made by persons without medical knowledge concerning the symptoms of the alleged illness. There are no important data other than those furnished in the evidence for the defense by Dr. Porter, even for deciding whether the sickness was real or feigned. There is certainly no proof that the alleged chills were not produced by overdoses of a depressing

\* Attorney-General Russell, in his speech, asserted that the plaintiffs' counsel had claimed the right of putting Drs. Orton and Burr upon the stand, with the expectation that the judge would decide against them, and that then they would say to the jury that they could have explained Col. Dwight's sickness and death by the physicians who attended him, but that the court would not admit the testimony.



vegetable poison, and the gastric symptoms by overdoses of arsenic, both of which drugs were in Col. Dwight's possession and under his personal control.

Second. *In regard to the occurrence of the night of Col. Dwight's death.*

The only important testimony was that of Mr. Charles A. Hull. According to Mrs. Owens, Mr. W. F. Spaulding and Mrs. Dwight were already in the room of Col. Dwight when she (Mrs. Owens) entered directly after his death. It is altogether probable that Mr. W. F. Spaulding had intimate acquaintance with the circumstances surrounding the death of Col. Dwight. The defense could not call him, since, according to their theory of the case, he had guilty knowledge, and if he should testify falsely, they, not being able to cross-examine or contradict their own witness, would be held by his declarations. The failure of the plaintiffs to put either Mr. Spaulding or Mrs. Dwight on the stand naturally excited comment.

Mr. Charles A. Hull testified that he had never sat up with Col. Dwight until the night of his death; that he had been his assignee in bankruptcy, but not intimately acquainted with him; that he had no knowledge or experience in nursing; that no medicines were left with him and no instructions given him by the physicians on Friday evening; and that Mr. Dwight sent for him the Wednesday preceding the Friday of his (Dwight's) death, and had requested him at that interview to sit up with him on Friday night because "in an emergency he thought I was cool and would not get excited." He also admitted on cross-examination that he had stated before the coroner's jury that Dwight said "he wanted him because he would be cool in case anything should happen."

Mr. Hull testified that shortly after 10 o'clock:

I stationed myself in a chair near the door leading into his bedroom, and this door was partially open, and I sat there. During the time I sat there, at one time the Colonel called me, and said his head was feverish and wished me to saturate a cloth in bay rum and put it on his head, and I did so. And at another time, he called for some water and I gave him a swallow of water. After that he seemed to sleep, and before, at different times, I thought he was sleeping, but of course it was uncertain, and I did not disturb him. Along about between 11 o'clock and half-past 11, I heard him gasp for

breath, as it seemed to me, and he says, "Charley," and called to me, and I went to his side as quick as I could and put my hand under his head, and raised his head up and gave him some brandy; and then I ran across the hall as rapidly as I could to Mrs. Dwight's door and rapped on it very loud, and went back to the bedside again, and I think I administered brandy a second time then, and I felt of his pulse; and in a short time Mrs. Dwight came out only partially dressed, and I asked her to touch the bell for Mr. Spaulding, and she did so. In a very short time Mr. Spaulding came up there, and was followed by Mrs. Owens, Mr. Spaulding's brother, and his family, consisting of his wife and daughter.

That about fifteen minutes before he heard the gasping, Col. Dwight took a biscuit from a stand near the bed and ate it. Also that he (Hull) sat in a chair, so placed in the sitting-room that he could see all of Col. Dwight's movements through the open door. He further stated that Mr. Spaulding pinched Dwight's tongue, leading to the suspicion that it was protruding.

The only other evidence at all bearing upon the events now under discussion was that given by James E. Lee, the servant who brought the hot water in which Mrs. Owens and Mr. Hull testified, the hands of Col. Dwight were soaked after she entered the room. Mr. Lee believed that he saw Col. Dwight breathing at the rate of about four or five times a minute. Before this, however, according to the statements of both Hull and Mrs. Owens, Col. Dwight was dead.

Third. As already stated, the *expert testimony on the part of the plaintiffs* was limited to a description of the lesions found in the body after death. In regard to these lesions, the cross-examinations of Drs. Hyde, Burr, Chittenden, and Orton elicited the fact that there was very little non-agreement between them and Dr. Swinburne, except in regard to the appearances upon the neck.

It was claimed by several, if not all, of these gentlemen, that the so-called indentation upon the neck was simply a crease or fold in the skin; but on cross-examination they all admitted that they had signed at the time of the autopsy, when the body was before them, without comment or protest, an official description of this crease as "a heavy indentation, extending upwards and backwards from os hyoides to right around back

of neck, and on left side, below the thyroid cartilage, running upwards and backwards at an angle of about forty-five degrees."

In the manuscript notes of the autopsy there were certain erasures and interlineations. The testimony as to whether these had been made before or after signing was conflicting, but on other points there was no question as to the authenticity of the notes which bore testimony to the existence of "several small ecchymoses of skin of back and shoulders; *anterior* part of right arm, small ecchymosis." In other respects the description corresponded with that given by Dr. Swinburne in the testimony for the defense, except that the word "bloody" had been scratched over with a pen, as it occurred in the notes before "mucus," speaking in reference to the bronchial tubes; and that, instead of the lungs being said to be emphysematous, they were spoken of as "unduly inflated."

Testimony was given by Mr. Van Vradenburg, Mr. Ayres, the undertaker, and James E. Lee, in regard to the existence of a furrow around the neck shortly after death. Mr. Van Vradenburg testified that his "examination of his neck" "was close and marked," and that he was led to make this examination "on account of something that was then stirring in my (his) own mind." The nature of this "something" was not in evidence, but Mr. Van Vradenburg further stated that "it did not lead him to investigate any other part of his (Dwight's) person," nor did he examine the feet or hands.

Mr. Ayres testified that he was the undertaker who prepared Col. Dwight's body, washing and dressing him; that directly after his death there was "no crease or mark as of a rope or otherwise upon his neck." He further testified that the body was placed in an ice-box in such a way that the head was forcibly bent forward on the body, the chin resting upon the chest, and the occiput being raised, so as to bend the neck at an angle of about forty-five degrees. He gave it as his opinion that the crease, or furrow, or indentation subsequently found in the neck of Col. Dwight was produced by the elevation of the head in the ice-box, and its subsequent restoration to the normal position. Mr. James E. Lee stated that he assisted the undertaker, and the crease was not there then.

After the plaintiffs had closed the case, the defense recalled

their experts, and put to them the following hypothetical questions. There was no dispute whatever as to the agreement of the conditions of these questions with the facts of the case as testified to by the medical witnesses for the plaintiffs; in the second question, the testimony of Messrs. Van Vradenburg, Ayres, and Lee in regard to the non-existence of the furrow directly after death was omitted; the medical part of the question is taken almost verbatim from the notes of the autopsy, the disputed part of these notes being omitted.

Question 1\*. "Assuming that a man of 41 years of age, who had previously enjoyed robust health, had been complaining for about three weeks, and was found on a Saturday morning in bed, shivering, teeth chattering, surface clammy and cold, with the blood settled under his nails, and so continued from one to two hours, breaking out into a cold sweat, with a feeble, whispering voice, and that this attack passed off without fever; that the second Friday after this occurrence, having during the day been up attending to business with his lawyer, and having his beard dressed by a barber, he was left about 10 P. M. by his doctor in such a condition as to create no alarm; that at or about 11 P. M. he spoke pleasantly to his attendant, calling his attention to his manner of eating a biscuit, helping himself to one from a dish near his bed, and chewing it without difficulty; that within fifteen minutes the attention of the attendant was called to such man by a gasping noise, and that this man was dead in a few minutes thereafter; that at an autopsy held within fifty-eight hours after death the liver and spleen were found to be normal, except congested, the heart nearly empty, and that there was no pigmentation anywhere—Could or could not such a man have died of congestive chill, or any other form of malarial fever?"

The uniform answer to this question by the experts was that, in their opinion, he could not have so died.

Question 2. "Suppose that a man, after an obscure alleged illness of about five weeks' duration, is on a given day able to be up and transact business with his lawyer and have his beard trimmed; is left by his doctor at 10 P. M. on the same day, in such a condition as not to give any cause for alarm; and that at 11 P. M. is talking pleasantly to his attendant and eating a biscuit, and in less than half an hour after is dead; and that at the autopsy, made fifty-eight hours after death, the following conditions are revealed: a heavy indentation, extending upwards and backwards from os hyoides to right around back of neck and on left side below the thyroid cartilage running upwards and backwards at an angle of about forty-five

\* The first part of this question was based upon the testimony of Mrs. Mac Donald.

degrees. Post-mortem discoloration of posterior portion of body, several small ecchymoses of skin of back and shoulders; anterior part of right arm, small ecchymosis. Thorax, lungs, and heart in natural position, except that the lungs are unduly inflated. About four ounces of serum in bottom of left pleural cavity; the same amount in right pleural cavity. Left lung one pound and three-quarters; bronchi congested and coated with mucus. Upper lobe congested and cedematous; lower lobe still more congested and cedematous. Right lung two pounds; bronchi congested and coated with mucus. Upper lobe, at the apex several small fibrous nodules; rest of upper lobe congested and cedematous. Lower lobe congested and cedematous. Heart healthy; weight, fifteen ounces. Right ventricle contains a little fluid blood, not over one-half ounce; left ventricle contains little fluid blood, not over one-half ounce. Left auricle contains a little clotted blood. Stomach, at the fundus mucous membrane softened and partly destroyed by post-mortem changes. Pyloric end of stomach, mucous membrane studded with small white spots denoting chronic gastritis. Liver congested more than usual; normal color and consistence. Kidneys uniformly congested, and otherwise healthy. Epiglottis, larynx, and trachea congested and coated with mucus. Inner surface of the dura mater on the left side, chronic hemorrhagic pachymeningitis, with a small extravasation of blood on the left side, over the posterior portion of the parietal and anterior portion of occipital lobes. Pia mater of convexity normal, except discoloration over occipital lobes from blood. Brain neither congested nor anæmic, otherwise healthy. And further, that at an inquest held five months after the first autopsy, the indentation on the neck was still distinctly visible:—Could or not death have been produced by natural causes?"

The answer to this question was given by Drs. Porter, Swinburne, Bridges, Sherman, and Wood, who agreed in stating that it could not.

To each of these physicians the further question was put as to what in their opinion was the cause of death under the conditions named. All agreed in answering positively that death was produced by strangulation with a rope or cord.

The following question was asked in regard to the furrow:

Question 3. "Assuming that the body of a man weighing in the neighborhood of two hundred pounds, forty-one years of age, having a full fleshy neck, about two hours after death is placed upon a board on its back, with the head raised upon a book and two pillows, and left in that position for about nine hours; and then placed in an ice-box with its head elevated at an angle of about forty-five degrees, and left there for about forty-eight hours, and then removed and



placed flat on a table: is it possible that a heavy indentation, commencing near the Adam's apple, and running upward and backward at an angle of about forty-five degrees on either side to within less than two inches of meeting in the rear, could be produced by the changes in position stated?"

The negative answer which was given by the experts to whom this question was put, seems entirely correct. It is difficult to conceive how a fold or crease made by bending the neck should deserve the use of the term "heavy indentation" to describe it, and it is still more inconceivable that a fold, or crease, should be made in the *back of the neck* by bending the head forwards, which would necessarily stretch the parts said to be folded. Further, a crease made in the manner described would be most marked in the front of the neck where the centre of the fold would occur, whereas the indentation was not visible at this place. Moreover, the plaintiffs' experts stated that the indentation involved the subdermal adipose tissue of the sides of the neck, and it is very hard to understand how a crease made by bending the neck forward for a day or two could do this, and be so deeply impressed as to remain distinctly perceptible after the body had been buried five or six months.

In concluding this statement of the case of Col. Dwight, it remains only to call attention finally to the remarkable agreement that there is in the testimony, and to the fact that there was extremely little conflict, practically no conflict at all, between the experts; that the sole contradiction of any importance was between Messrs. Van Vradenburg, Ayres, and Lee on the one hand, and the experts on the other. If the former witnesses were correct in affirming that there was no indentation in the neck directly after death, the theory of strangulation with a cord drops; although it would still be proved by the internal appearances that death was caused by mechanical asphyxia produced in some other way than by a cord. It must be remembered that it is a well-known fact that in suicidal hanging, in which the suspension has been only for a few minutes, the cord-mark acquires its color only some hours after death, and then becomes more prominent; that Col. Dwight was a heavily bearded man, and that his beard might

have hid the fresh indentation from an unsuspecting undertaker. If, finally, it is considered that there is an absolute conflict of testimony, Dr. Wood leaves to the judgment of others the probability of the truth being upon the side of Van Vradenburg and the undertaker, with his assistant, or on that of Drs. Swinburne, Sherman, and Bridges, who especially testified to the medico-legal facts in the case, and were corroborated in almost every particular by the notes written at the autopsy and signed by each of the fifteen doctors there present, and also by the evidence of two laymen, Freeman and Hitchcock, as to the appearance of the indentation at the second autopsy.

Having thus quoted copiously statements and theories of the medical experts from the lengthy report of Dr. Wood, it remains for the narrator to note that their conclusions were not allowed to pass unchallenged by other medico-legal authorities, and by the life underwriters. In some cases conflicting views amounted to little more than presumption; in others, they took shape in positive conviction. Reference has already been made to the belief that Dwight's case was one of substitution, that another body had served a vicarious purpose, and that he had slipped out of a back door and migrated to a warmer latitude. Some of the leading managers of our life insurance companies, feeling assured themselves, plausibly argue to others to this day, that soon after Dwight's alleged disappearance he was seen and recognized in Mexico, and afterward in South America, where he lived for several years and finally died. There were parties who offered to capture and produce Dwight provided they were liberally rewarded, but their offer was not accepted. The chief difficulty to be overcome by the adherents of the substitution theory is that of finding a body so correspondent in height, weight, measure, and remarkable general appearance as to deceive friends and neighbors who could have had no part nor lot in a scheme to defraud insurance companies.

Allusion has also been made to the failure to question Drs. Orton and Burr, who attended Dwight in his last illness, even after the Court had given permission for them to testify. This omission has been a source of lasting regret. With reference to his frequent use, or rather misuse, of fluid extract of gelse-

mium, it is stated that it was originally prescribed to meet malarial indications, and that he was thence led to study its toxic properties and its fatal doses as well as its remedial applications. Its selection for suicidal purpose—if the theory of suicide be accepted—was favored by the mistaken notion that the gelsemin, the poisonous alkaloid, could not be readily detected by chemical reactions. The characteristic effects of a poisonous dose upon the nervous and muscular systems, upon the vision, and upon the respiration and circulation were noticeable in this case, and if the period of full development was shortened by strangulation by his own hands or those of an attendant, the end would have been as sure without the rope a little later—the pitcher was already broken at the fountain.

With regard to the claims against the insurers, it should be noted here that of the twenty-one companies interested in resisting payment of Dwight's policies, only one case, as we have already remarked, came to a test trial, that of the Germania. But in that case, the final decision of the Court of Appeals in favor of the company was based upon mere technicality—misstatements in the application as to points material to the risk. One by one the companies compromised until only nine were left. President William A. Brewer, Jr., of the Washington Life Insurance Company, believed it to be for the interest of life insurance to prevent further scandal arising from repeated trials of this case, and when an offer was made by plaintiff's attorneys to settle, by advice of the general counsel of the committee in charge of the matter, Hon. Daniel Magone, Mr. Brewer paid them \$18,000, and received the nine policies surrendered for cancellation. This was a virtual admission that there was no substantial claim; it saved the credit of the companies; it was a good bargain in its avoidance of litigation, inasmuch as no one of the companies could have tried its case singly for \$2,000.

#### THE ARDLAMONT MYSTERY.

In December, 1893, a trial of unusual interest took place in the High Court of Justiciary in Edinburgh, before the Lord Justice-Clerk of Scotland (Lord Kingsbury) and a jury of fif-

teen. The prisoner was Alfred John Monson, of Kyles of Bute, and he was arraigned on two charges, attempted murder and murder, of a pupil placed in his educational charge, named W. D. C. Hambrough. A man going by the name of Scott, but with several *aliases*, who was not forthcoming, was included in the indictment, which read as follows:

"Alfred John Monson and Edward Sweeney, *alias* David, *alias* Scott, are indicted at the instance of the Hon. John Blair Balfour (Lord Advocate); and the charges against you are: (1) That you, having formed the design of causing by drowning the death of Windsor Dudley Cecil Hambrough, did, in execution thereof, bore, or cause to be bored, in the side of a boat a hole, and having plugged or closed the said hole, on August 10th, 1893, you, A. J. Monson, in execution of the said design, did, in Ardlamont Bay, in the Firth of Clyde, while the said boat was in deep water, remove, or cause to be removed, the plug from the said hole, and admit the water into, and did sink the said boat, whereby the said W. D. C. Hambrough was thrown into the sea, and you, A. J. Monson and E. Sweeney, did thus attempt to murder him; (2) that on August 10th, 1893, at a part of a wood situated about 360 yards or thereby in an easterly or northeasterly direction from Ardlamont House, you, A. J. Monson and E. Sweeney, did shoot the said W. D. C. Hambrough and kill him, and you, E. Sweeney, being conscious of your guilt in the premises, did abscond and flee from justice."

There being no opening statement by counsel in the Scottish courts, the alleged crime may be thus outlined. Three years before, Lieutenant Hambrough, eldest son of Major D. A. Hambrough, of Sleephill Castle, Isle of Wight, was placed under the tutelage of Monson, at Risely Hall, Yorkshire. At Whitsuntide, 1893, the family removed to Ardlamont, Kyles of Bute, Scotland, with young Hambrough in residence, as a pupil of Monson. In August, the man Scott was a visitor at Ardlamont, in the ostensible capacity of an engineer of a small steam launch chartered by Monson. On the evening of August 9th, Monson and Hambrough were fishing in a small boat off Ardlamont Point, when the boat capsized. Hambrough could not swim. Monson easily managed to swim to shore, where he got another boat, and rescued his companion. Next morning they started out early to shoot. Shortly before nine o'clock they were seen with Scott entering the home plantation, and soon afterwards a shot was fired. According to the prisoner's

statement, he had separated from his companion, and, on running up after hearing the shot, and getting no reply to his inquiry as to what he had got, he found Hambrough lying dead in the ditch with a gunshot wound behind his ear. A medical certificate of accidental death was given, Hambrough's body was removed to Ventnor, and interred in the family vault. On August 30th Monson was arrested, and on September 4th Hambrough's body was exhumed. Meantime Scott had disappeared.

Monson is well connected, being a son of the late Rev. T. J. Monson, rector of Kirkby-under-Dale. His mother is a daughter of the fifth Viscount Galway. At the time of his arrest he was thirty-three years of age. Ten years before, he was engaged as an assistant master at Pietermaritzburg. Lieutenant Hambrough, who belonged to a very old family, was heir to large estates in the Isle of Wight and elsewhere.

Several of the leading members of the Scotch Bar were engaged in the trial as counsel for the Crown, and the prisoner was ably defended. The examination of witnesses occupied the court eight days, more than six days being devoted to the evidence called on behalf of the prosecution, while about two days and a half sufficed to dispose of the witnesses called for the defense.

In opening the case for the Crown, Mr. James Brand, a civil engineer, pointed out the localities of the different events on a large diagram. The plan showed Ardlamont House situated at the north end of an area, with woods on three sides. The wood on the east side of the house has the appearance of an attenuated triangle with its base to the north. At the extreme south end of it is the schoolhouse, from which Monson, Scott, and Hambrough were seen to enter the wood on the morning of the 10th. Along its eastern boundary is a sunk fence, which, while at places almost level with the wood, has a retaining wall on the east side, four feet in depth. It was at the north-east corner of this wood that the shooting fatality occurred. Running due west from the spot is a footpath along the side of another dyke, ending at the back of the house. Ardlamont Bay is on the southwest of the house, and is also approached by a pathway through a plantation. The theory of the Crown



was that Hambrough was shot from the wood while walking along the top of the turf dyke, and the witness Brand gave in detail the distances from the spot where the body was found to the house and to the gamekeeper's cottage. From the same point to a rowan tree was 6 feet 6 inches, to a beech tree 13 feet 9 inches, and to a lime tree 16 feet 3 inches. These trees were considerably in evidence in the course of the trial, especially the rowan, which, by the way, was a sapling about ten feet in height. Interest quickened when Mr. Brand came to speak of the height on the trees at which pellets were found, these ranging from 4 feet 8 inches to 5 feet 10 inches on the rowan tree, to 8 feet 8 inches on the lime tree. The wood about the spot in question was described as having trees of moderate size, with tall undergrowth of whins. Over the sunk fence on the low level is a plantation of new wood, with grass and ferns below the retaining wall. In line with the place where the body was found was an opening in the whins; and describing an experiment he had made, Mr. Brand said that by placing a man on the top of the dyke, he got from the gap in question the man's head, the rowan tree, and the beech tree all in line behind each other. He maintained that along the top of the turf fence was very good walking. Taken next to Ardlamont Bay by the Solicitor General, he described its features, and said that except at the horns of the bay there were no rocks in it on which a boat could strike and founder.

Among the most interesting witnesses for the prosecution was Mr. James Macnaughton, an Edinburgh gunmaker. He described the pellet marks on the rowan tree, and stated that their spread was twenty inches, measured horizontally. The branches of the lime and the beech, which grew behind the rowan tree, intermingled, and taking these together, the spread of the pellets there was forty-one inches. That was rather more than he would have expected, but he accounted for it by the deflection of part of the shot by first striking the rowan tree. From experiments he had made with the Ardlamont guns and with a gun of his own, he fixed the distance at which a spread of shot could be got such as he found on the rowan tree at twenty-two feet. Walking back from the rowan tree in the line of fire to that distance brought him to an opening in

the brushwood beside a whin bush breast high. Then he took an officer the height of Hambrough and put him on the spot where the dead man's feet were said to have lain. He raised his gun to his shoulder, and the officer's head came into line with the injured part of the rowan tree. The spot where he stood was about a foot below the level of the ground on which the officer stood, so that the muzzle of his gun being slightly elevated, would account for the injuries to the lime and beech being higher up than those of the rowan tree. Had the gun gone off in the ditch or from the top of the wall the shot could not possibly have taken such a direction as he had indicated.

Mr. Macnaughton produced and explained a long series of cardboard diagrams illustrative of the effects of shot which he had obtained by experimenting with the two Ardlamont guns with black powder, Schultze and amberite cartridges such as they had been using at Ardlamont—one fact in connection therewith being that all traces of scorching disappeared after three feet. In deliberate tones, and amid a profound silence in court, he gave it as the result of his experiments and from an examination of the skull that Hambrough had been shot from nine feet off.

Very quietly the Solicitor-General then brought out the relation of this fact to the other distance of twenty-two feet which Mr. Macnaughton had mentioned. From the rowan tree to the spot where Hambrough's head was lying was 6 feet 1: from his head to his feet was put down at 6 feet, as he was nearly that height; and adding the 12 feet 1 to the 9 feet, which the witness gave as the distance from which the shot had been fired, the summation was brought up to 21 feet 1 inch. To another question, Mr. Macnaughton gave it as his deliberate view that the wound could not have been self-inflicted, accidentally or otherwise. This evidence made a strong impression on the audience.

When it came to the medical testimony, the veteran Dr. Littlejohn detailed the results of the *post-mortem* examination of the body of young Hambrough, exhumed for the purpose, at Ventnor. The wound behind the right ear was of triangular shape, with the base towards the face. Its extreme length was three and a half inches; at its base it had a length of two and a

half inches, at its middle it was two inches, and tapered off posteriorly. A portion of the middle of the right ear had been carried away. On no part of the ragged edges of the wound was there any appearance of blackening as if from gunpowder or scorching, but four minute specks, apparently metallic, and which afterwards, on examination, turned out to be fragmentary portions of lead, were found adhering to the edges. On the scalp being dissected, it was found that over a space of an irregular shape, and measuring two inches from before backwards, and fully an inch at its greatest breadth, the bone was wanting. The skull on that side, it was further said, presented a "localized shattered appearance," stretching from below the occipital protuberance directly forward in the direction of the ear. The base of the temporal bone was shattered. On the brain being removed and carefully examined, four metallic masses of irregular shape, and resembling shot, were found and preserved. A careful autopsy had also been made of the other parts of the body, which were found in a healthy condition. The general conclusion arrived at was that Hambrough died from shock, the result of a gunshot wound, and of subsequent loss of blood.

Dr. Macdonald Brown, an anatomical expert, said that the main facts elicited in the examination were that the appearance the wound presented was quite inconsistent with the idea that the shot had been fired from below upwards, or from the side, or from the front. The direction of the wound was from behind, forward. As the outcome of experiments, they had found that shot fired at any distance nearer than three feet produced results totally dissimilar to those found in Hambrough's skull, and they were therefore inclined to place the possible distance at which the shot was fired between three and fifteen feet. But he added that undoubtedly the distance at which they got results approximating those under consideration was nine feet. Under five feet the head would simply have been blown to atoms. He also gave it as his view that it was absolutely impossible that the injuries had been caused accidentally by Hambrough himself. After a special examination of the skull, Dr. Brown summed up his conclusions in three propositions: (1) That the pieces of bone found on the dyke

belonged to Hambrough's skull; (2) that the shot which killed him was fired from behind; and (3) that the line of that fire was not far from horizontal.

Dr. Heron Watson, who had been a surgeon in the Crimea, gave it as his view that the wound had not been self-inflicted; that the gun had been fired from behind; that the passage of the shot had been almost horizontal, and that nine feet was the distance from which the shot had been fired. Less than four feet would have injured the skull to a greater extent, and at more than eleven or twelve feet they would have looked for separate pellet wounds. He believed that Hambrough had been shot, and had bled where he was found lying.

Corroborative testimony was given by Dr. Joseph Bell, who said that, after long thinking the matter over, he had not been able to make out how, either designedly or accidentally, Hambrough could have shot himself.

The following is a brief summary of the evidence with regard to the insurances which were assumed by the prosecution to supply the motive for the alleged murder.

John Graham M'Lean, district manager of the Mutual Life Insurance Company of New York, explained that Monson called on him in Glasgow on August 2d, and said he was guardian of Hambrough, who was coming in for a fortune of £200,000, that Mrs. Monson had advanced £20,000 for the purchase of Ardlamont, and that he would like an insurance on Hambrough's life to cover the amount. The policies were, after negotiations, drawn out and signed by Hambrough. They were assigned to Mrs. Monson, and a half-yearly premium was paid. One policy for £10,000 was completed, and another was delivered for completion to Mr. Monson on the 8th. Witness learned of the death of Hambrough through the press. Witness arranged a meeting with Monson at St. Enoch's Hotel, Glasgow, when Monson gave him a story similar to that given to other witnesses, except that he did not mention that the body lay in a ditch. Monson asked, "How will we go about the claim?" Witness replied, "We will arrange after the funeral." At a later meeting witness said they must have evidence of death from the Fiscal before going further. An important letter was read from Hambrough to Mrs. Monson (dated

August 7 or 9), agreeing to assign the policies to her in consideration of her advancing the money for the purchase of the Ardlamont estate. A copy of this letter was found among the insurance papers.

Mr. David Stewart, resident secretary in Glasgow of the Liverpool and London and Globe Insurance Company, said that on July 25th Monson called in reference to a proposal lodged a few days before for an insurance of £50,000 on Hambrough's life. The head office declined to accept the risk. Mr. James Wardle, the Leeds manager of the same insurance company, spoke of a proposal, on May 28th, for an insurance of £15,000 on Mr. Hambrough's life. The policy was to be in the name of Monson, whose interest was stated to be to cover certain advances. Another proposal was lodged, this time for £50,000, in the name of Mrs. Monson. The insurance company's directors considered the statement of interest too vague, and applied for further details. Monson, in reply, inclosed a letter signed by Hambrough, dated July 31st, 1893, acknowledging his indebtedness to Mrs. Monson to the extent of £26,000, and at the same time intimating that, as other arrangements had been made, the proposal for £50,000 would be reduced to £26,000. Monson also stated that Hambrough was entitled to a sum of £200,000 under his great-grandfather's life. The insurance was ultimately declined, the directors not being satisfied as to the insurable interest of the proposer in Hambrough's life. In cross-examination, witness admitted that Monson had told him of the transfer by Major Hambrough, father of the deceased, of his life interest in the estates to the Eagle Insurance Company, and that he (Monson) had entered into an agreement to buy that interest from the Eagle Insurance Company. William M. Wisely, agent in Glasgow for the Scottish Provident Institution, said his head office in Edinburgh had received a proposal by Monson for £50,000 on the life of another, and witness accordingly on July 11th proceeded to Ardlamont, and had an interview with Monson. He understood Monson to be a trustee of Hambrough, but was afterwards told by Monson that he was no longer trustee. He was also told that unless an insurance were effected Monson would be a loser to the extent of £49,000. The proposal for £50,000 on Hambrough's



life was signed by Mrs. Monson, whose interest was stated to be to cover advances made and liability in connection with the Hambrough estates. The company never received proof of Mrs. Monson's insurable interest in young Hambrough's life, and the transaction fell through. Monson subsequently intimated that, in consequence of other arrangements, the insurance would be reduced to £10,000, "to cover the money actually due from Mr. Cecil Hambrough on his attaining twenty-one." Cross-examined: On August 9th, the day before Hambrough's death, witness wrote to Monson that, subject to satisfactory evidence of Mrs. Monson's interest, and to the payment of the premium of £181 5s., his company were prepared to issue a policy of £10,000. None of the arrangements had been hidden from young Hambrough; everything was done quite openly. The first proposal had been made by Hambrough on his own life.

At the close of the evidence for the defense on the eighth day, Mr. Asher (Solicitor-General) addressed the jury. At the outset he asked for a verdict of guilty on both charges—attempted murder, and murder. He told the jury to dismiss from their minds everything except the evidence before the court. He gave a consecutive history of the case and the facts which formed a complete chain, establishing, as he claimed, link by link the guilt of the prisoner of both crimes. He dealt fully with the negotiations in respect of the life interest in the Hambrough estates, on which the Eagle Insurance Company had advanced £37,000, and of the attempt made by Major Hambrough, after the foreclosure by the Eagle on the failure of the payment of interest, to effect a rearrangement through Mr. Tottenham, the financial agent, and then himself set out at length the financial difficulties in which the Monsons found themselves. Coming to the assurances, he detailed the several attempts made to effect assurances on the life of Cecil Hambrough. First came the negotiations with the Scottish Provident Institution for an insurance of £50,000 on Cecil Hambrough's life, payable to Mrs. Monson. That was declined because of the failure to prove Mrs. Monson's insurable interest. Then came the proposal for £10,000, the facts from beginning to end supplying no explanation, except that the insur-

ance office was told falsehoods for the purpose of deceiving. The next proposals were to the Liverpool and London and Globe. Here, again, the difficulties being too great to be faced, the original proposal was reduced from £50,000 to a smaller sum, "to cover advances made at the request of Cecil Hambrough, to cover money due for his maintenance, extending over four years, and also to cover certain liabilities incurred in connection with the Hambrough estates." Not one particle of liability in connection with the Hambrough estates had been incurred either by Monson or his wife. A letter was sent by Cecil Hambrough in these words: "Dear Sir:—I am requested by Mrs. Agnes Monson to write you that she has an interest in my life to the extent of £26,000, and I have given her an undertaking in which I have agreed to pay her this sum on my attaining twenty-one—" There was an ominous sound about the words that followed,—“if I live until then.” The insurance companies saw through the flimsiness of the proposals. The Scottish Provident did offer a £10,000 policy, but upon a condition which was never fulfilled, namely, that Mrs. Monson's insurable interest in Hambrough's life was proved to their satisfaction. Then there was a change of tactics, and they applied for policies directly in the name of Cecil Hambrough. The existence of these policies they persistently concealed until they were put forward after the boy's death with a view to recovering the money. Monson went to the Glasgow office of the Mutual Life Insurance Company of New York for two policies of £10,000 each. This impecunious occupant of Ardlamont represented that Mrs. Monson, who had not two shillings in her pocket, was going to pay £20,000 for Ardlamont in the interest of young Hambrough, and that these two policies were to secure her interest. But the premium had to be paid; there was no time to wait until the policies could be got from New York; so the expedient was adopted of taking out a temporary policy subsisting in any event for sixty days, and upon which the terms of premium were for half a year only. The money for the premium had to be found, and he had to ask the jury's attention closely to the circumstances under which it was found, and they were coming now near to the tragic event. Flagrant misrepresentation and

treachery were resorted to by the prisoner. If testimony from human lips was to be believed, Monson resorted to the grossest falsehood ever put upon paper to secure the command of £250, of which he was in sore want at the time. A letter absolutely false was written by Monson to his friend Tottenham, the money-lender, in order to secure the £250 for the purpose of a deposit. He falsely represented that he had purchased the Ardlamont estate, without having even been in communication either with the owner or his agent. The £250 secured by nefarious means was sent by check, and placed to Mrs. Monson's account, and on August 8th Monson went to the estate office in Edinburgh in order that there might be something in existence of the nature of negotiations for the purchase of Ardlamont. Having requested the insurance office to get the policy ready by August 8th, he went to Glasgow, carrying in his hand a letter which Cecil Hambrough had been persuaded to write, in which he asked that his two insurance policies of £20,000 each might be delivered to Mr. and Mrs. Monson, as he had assigned the policies to Mrs. Monson for consideration received. Monson returned to Ardlamont with the policies in his pocket, accompanied by his mysterious friend Scott, whom he introduced to a passenger on the boat as a gentleman from the estate office. On the next day, August 9th, occurred events in connection with which he asked the jury to say that the prisoner was guilty of the crimes alleged against him. The Solicitor-General then put before the jury the whole of the events connected with the fishing expedition and the shooting party, and in concluding a speech of six hours' duration, said that if the jury agreed with him that the prisoner's tortuous misstatements were only consistent with the theory of his guilt, then they would convict him of the crimes with which he was charged.

On behalf of the defense, Mr. Comrie Thomson, in addressing the jury, said he felt that, after careful consideration of the facts, they would be driven to the conclusion that the charge had not been substantiated. He pointed out the difference of opinion between the expert and scientific witnesses, and said the first question they must ask was, "Is it proved?" He felt confident their answer would be in the negative. He depre-

cated the action of the newspapers—unintentional though he believed it to be—in creating prejudice in the public mind by the publication of paragraphs about the prisoner. He argued that it was to the interest of the Monsons to keep Cecil Hambrough alive, as he was their means of support. Then he dealt with the direction of the fatal shot, and the proximity of the gun barrel, drawing inferences favorable to the prisoner from the evidence on those points. Passing on, he referred to the question of insurances, and submitted that at the time they were negotiated there was a legitimate purpose, and the proposal to insure Cecil was no new idea. The carrying out of Monson's arrangements depended entirely upon the young man living until 1894, and there was no motive for compassing his death. At the time when Cecil Hambrough died, there was no obligation by any insurance office in the world to pay money to Monson in respect of his death. Therefore, the whole Crown case, as based upon the insurance, crumbled into dust. The learned counsel next dealt with the charge of attempted murder by drowning. If an attempt to commit murder had been made, Hambrough must have noticed it, and, in that case, would he have gone home and drunk whiskey and water with the man who attempted to compass his end? Discussing the important question, "Where was the body first struck down?" Mr. Thomson argued that the evidence was consistent with the prisoner's statement, and that the Crown testimony as to the distance and direction of the shot failed utterly. The Crown had said the distance from the muzzle to the wound was nine feet, but the defense had demonstrated that at such a distance there would be a scattering of pellets, which had not taken place in this case.

The Lord Justice-Clerk followed with his summing up to the jury. At the outset he observed that the case was purely one of circumstantial evidence, and must be subjected to the minutest criticism. Glancing at the history of the case before the alleged crimes, he said it unbared a very dark side of social life. He then proceeded to analyze the evidence in reference to the alleged transactions for the purchase of Ardlamont. He pointed out it was in the prisoner's favor that in the letter he wrote to Tottenham asking for £250 to pay the deposit money,

he said it might be drawn in favor of Messrs. Anderson, who were agents for the Ardlamont estate. His lordship also observed that though there was a great deal of lying, it was a long way from being dishonest to being murderous. The only weight which the jury should give to these lying episodes should be in so far as they were directly connected with the motive alleged by the prosecution. There was no doubt that about this time the affairs of Mr. and Mrs. Monson were practically desperate. Where evidence was circumstantial only, the question of motive became of enormous importance, for if it were clearly proved it was of the greatest importance to the prosecution, but if it was displaced it was vastly in favor of the prisoner. Dealing with the question of Scott, he said he did not think there was any strong evidence of a plot between him and the prisoner, and he could not see any inducement to Scott to be mixed up in the alleged crime. There was something mysterious about his presence at Ardlamont, but it was the duty of the Crown to clear that up, and if they had been unable to find the missing man, no point must be made against the prisoner for their failing to do so. His lordship next reviewed evidence relating to the boating expedition, and said that if the jury believed an attempted murder had been committed, then it would throw considerable light on the proceedings of the next day. Coming to the fatal day, he went with considerable detail through the evidence, and then, commenting on the theoretical evidence, said that unless the jury were satisfied that the pellet marks on the rowan tree were made at the same time as Hambrough was shot, then the whole theory of the Crown on that question fell to the ground.

The jury retired to consider their verdict at four o'clock, and after an absence of three-quarters of an hour returned into court with a verdict of "Not proven." The result was received with cheering, not only by the people in court, but by a crowd outside in Parliament-square. "Not proven" is a form of verdict used in Scotland in criminal prosecutions, when the jury think there is some foundation for the charge, but the evidence is not strong enough against the prisoner to warrant a verdict of guilty. A verdict of not proven is substantially a verdict of acquittal. The prisoner cannot be tried afterwards, even



though new and conclusive evidence come to light after the verdict. But though the prosecution failed to prove its case, Monson left the dock enveloped by heavy clouds of doubt and suspicion.

After the trial, attention was drawn to the issue, who would profit by Cecil Hambrough's death? The London *Review*, in discussing the situation, laying aside question as to the actual criminality in what was undoubtedly a murder, and dealing merely with the insurance aspect, presented the following points for consideration:

1. First, Mrs. Monson. The assignment of Cecil Hambrough, it is claimed, was known by Monson to be invalid, and a strong point was made in his favor on this, for the defense and in the summing up. But whether money would come to *any one*, is the real question at issue.

2. Granting invalidity of the assignment, the next of kin would claim, viz., Major Hambrough. Now Major Hambrough was under heavy financial obligations to Monson and Tottenham. Monson also owed money to Tottenham. Money payable to Major Hambrough would therefore be intercepted by his creditors, viz., Monson, Tottenham and others. And money payable to Tottenham by Monson would be intercepted by the former.

3. It is obvious, therefore, that assignment or no assignment, Monson would profit by Cecil Hambrough's death now, though he might or might not do better at his majority.

4. Tottenham certainly would profit, as he had purchased a judgment against Cecil Hambrough, which, being for necessities, would be a valid claim against next of kin of a minor.

5. Monson and the financiers at the back of Tottenham and Major Hambrough were therefore certain to profit by any payment by an insurance company.

6. But here is where the real trouble begins. No less than a dozen life-insurance companies were at various times approached on the matter of Cecil Hambrough's life assurance, and to each and all was the suggestion made of assuring Cecil Hambrough's life for the benefit of Mrs. Monson, who professed to have claims for a large amount. To each of the life offices, however, this question of Mrs. Monson's insurable interest proved an insurmountable stumbling block. In the case of the Mutual Life of New York the same difficulty presented itself, but that was got over by the plan of young Hambrough insuring his life in his own name, being at liberty afterwards to properly assign the policies to Mrs. Monson. It seems to have been understood on the side of the insurance companies, and to a more limited extent by Monson, that this assignment by a minor would be invalid

unless accompanied by the consent of his father, as next of kin, and the primary beneficiary, in the event of Cecil Hambrough not reaching the age of twenty-one.

7. Now it was precisely here where Monson overreached himself. Cecil Hambrough had been proposed to the Reliance Mutual, and had been postponed for medical reasons. In the proposal made to the Liverpool and London and Globe this episode of the Reliance Mutual was mentioned, and for good reason; namely, that the Liverpool and London and Globe knew all about it already. The Mutual Life of New York was aware of the declinature by the Reliance Mutual, or of the active canvassing amongst the dozen offices in connection with this proposed assurance. The proposal made to the Mutual, therefore, contained no mention of these various transactions, which, if referred to, would have made the issue of a life policy by that office a somewhat doubtful possibility. It is to be noted that it was on the 2d of August, on declinature by the Liverpool and London and Globe, that Monson went to the Glasgow office of the Mutual of New York.

8. It follows, therefore, that the proposal made to the Mutual Life of New York was a fraudulent one, and absolutely invalid. But as the ingenious Mr. Loftus Tottenham suggested in the box at Edinburgh, as he was to get £4,000 himself out of the Mutual money, there was every reason to try, as it was expressed, "to bluff" the company—an unfortunate expression which he afterwards tried to explain, saying that he meant to have a try for the money. Even as the creditor of Major Hambrough, the next of kin, all possibility of "bluffing" the Mutual Life of New York was finished at an interview between Monson, the Mutual agent, and the Procurator Fiscal, in the streets of Inverary, on the 27th of August.

In due course, December 3d, 1894, an action was brought in the Queen's Bench Division, before the Lord Chief Justice (Sir Charles Russell) and a special jury, by Dudley Albert Hambrough, the father and administrator of the estate of Windsor Dudley Cecil Hambrough, deceased, against the Mutual Life Insurance Company of New York, in respect of two life policies of £10,000 each. His lordship reviewed the evidence with great care and at great length, clearly setting forth the breach of warranty, the fraudulent misrepresentations and their materiality. When he concluded, the jury retired, and, after an absence of half an hour, returned with the following answers to the questions put to them: The application to the Reliance was deferred; the deceased did apply to the Liverpool and London and Globe; he was declined by the latter; he

was aware of the unfavorable opinion as to alibum; fraudulent statements were made, they were material, and they influenced the insurers; Monson was the party substantially effecting the insurance, and with the consent and acquiescence of Cecil Hambrough. There was no disposition to press the charge of fraud against Cecil Hambrough. His lordship noted that in his opinion the proposal was the basis of the contract, and that if any statement in it was untrue the policy could not be enforced by any one. The only effect of the policy being absolutely void would be that the premium paid on it could be recovered; it was immaterial to decide that, but his opinion was that it was void altogether. Judgment would be for the defendants with costs.

The Mutual Life Insurance Company showed its readiness from the start to acquit itself of the claim, but as the suspicious circumstances attending the Ardlamont mystery were developed, the management was bound on grounds of public policy to decline payment and defend action. Practically, the grounds of resistance were three in number. First, that no action by Major Hambrough would lie, because the policies had been assigned to Mrs. Monson; secondly, that Cecil Hambrough had warranted certain statements in his application for insurance as true which were untrue; and, thirdly, that the policies had been obtained by fraud on the part of young Hambrough or of Mr. Monson, who was acting as his agent, or rather as the controller of his conduct, in the matter of the insurance. Of these contentions the most important one was the plea that Mr. Cecil Hambrough had himself vitiated the policies in question by warranting certain statements in his application for insurance which proved to be untrue. It is pleasant to know that "during the whole course of a trial lasting some three days there was not the faintest attempt to prejudice the case by reason of the Mutual Life being an American company." Its action received the distinct and emphasized approval of the British press, both professional and general. Of course, the conditions were different from those where a widow and children attired in black are part of the scenery, for here there was only the abstract body of creditors of Major Hambrough's estate, Major Hambrough having been imported into the busi-

ness by the purest accident in the world, and against his will even.

A few weeks afterward, the hearing of the appeal of Major Hambrough from the judgment and verdict of the Lord Chief Justice and the special jury, took place in the Court of Appeal, before the Master of the Rolls and Lord Justices Lopes and Rigby.

In dismissing the appeal, the Master of the Rolls made short work of it. In the course of his review he said:

Mr. Monson and his wife had taken a young man—he did not want to say much about the wife, for he believed she was just as much under the influence of the man Monson as this young boy—pretending he was to teach him, and got him to Scotland, and by himself, by inducing or compelling his wife to exercise influence over this young man. He seemed to have obtained such an influence over this weak man that he was what the Lord Chief Justice had graphically described as “like so much putty in their hands.” That was to say, by telling him to do a thing they made him do it, and he had no will of his own. They could do just as they pleased, and Monson resolved to obtain a very large insurance on his life, and the jury had found that by his influence over him got him to acquiesce in anything that he (Monson) did, and he acquiesced so completely that he allowed Monson to get an insurance on his life in any way or form Monson chose.

He proposed to get the insurance by putting it in the name of Mrs. Monson. He said he was the trustee and guardian of this young man in absolute falsehood. He said he was his tutor. What on earth he taught him except something bad he could not say. Monson said this young man was to come into a fortune of £200,000, and had contracted to buy the Ardlamont estate for £48,000, and that Mrs. Monson was lending him money, and therefore she could honestly wish, in order to repay herself, to insure his life.

A greater mass of falsehoods was never told by anybody. A difficulty arose as to the time the policy could be got through, and it was suggested, in order to avoid delay, that it should be taken out in Hambrough's name, and this was agreed to. What Monson had said about the young man was written down to read to Hambrough, and he agreed to it, but Monson was at his back. The policies were obtained by an infamous number of lies, and Hambrough's representative could not come forward and say, “I know that the policies were obtained by all that Monson said. I know that he is an infamous liar and deceived the company, but I will take the policies and have nothing to do with the lies at all.” He was of opinion that Monson was acting as Hambrough's agent, and therefore any falsehood told by him could be used against the person for whom he was acting.

As to the other questions, he quite agreed with the decision of the Lord Chief Justice. The policy had been obtained by fraud, and therefore the company was not liable.

Lord Justices Lopes and Rigby concurred, and the appeal was dismissed with costs.

#### THE WACKERLE PUZZLE.

No case within our knowledge has presented such conflicting testimony and led to such opposite conclusions as that of Walburga Wackerle in the prosecution of claims against two prominent insurance companies. The persistence of this woman under the most discouraging circumstances not only elicited sympathy from the public, but even from the officers of the insurance companies who resisted her claims, and it was only from the fullest and firmest conviction that her claims were fraudulent that they were able to resist them. This conviction, forcible from the first presentation of the claim, was strengthened by subsequent and exhaustive examination of the circumstances of the case. The fact that the death of the claimant's husband has never been proven; that the alleged remains were never satisfactorily identified; that another person and not Wackerle was known to have been killed at the time of his alleged death; that Wackerle was found and fully identified by scores of neighbors and friends; that he was a pensioner of the government, were sufficient to justify resistance, no one will deny. On the other hand, there was conflicting evidence as to the identity of Wackerle. His poor memory respecting his children, their names, etc., influenced the jury, no doubt, to render a verdict as they did. The following history of the case we reprint from "Rough Notes," Indianapolis, by permission of the publishers.

In Carver County, Minnesota, lived a plain, honest German farmer by the name of William Wackerle. Through his economical habits and untiring industry he accumulated sufficient to purchase a farm and live comfortably upon it. At the call of the government for troops to suppress the Southern secession movement, he enlisted and became a member of Company H, Ninth Regiment Minnesota Volunteer Infantry. He served two years in the Union army and was discharged on account of sickness.



In the year 1867, he sold his farm and other property for \$3,000, the proceeds of which Mrs. Wackerle took. They moved to Milwaukee, Wis., where, under the persistent importuning of his wife, he insured his life for \$3,000 in the *Ætna* Life Insurance Company of Hartford, Conn., and \$4,000 in the Mutual Life of New York. The policies were made payable, in the event of his death, to his wife, Walburga Wackerle. Soon after obtaining the insurance they moved to Detroit, Mich. They had resided but a short time at the latter place when Wackerle left his family, and, it appears, went to California. His wife followed him there, and through advertising, found him at Sacramento. Subsequently they came East, and took up their residence in Quincy, Ill. They had resided there but a little while when Wackerle again left home for parts unknown. This was in the latter part of the year 1871. After waiting over a year and not hearing from her husband, Mrs. Wackerle again started in pursuit of him. When she arrived in St. Louis she called upon John Wackerle, his brother, for the purpose of ascertaining, if possible, where William had gone. As John knew the trials his brother had endured, and that he intended to abandon his wife, he told her he believed her husband had gone South. She immediately started upon the supposed trail. When she arrived in Shreveport, La., she got information that the year previous, December 25th, 1872, a man was killed on the Texas Pacific Railroad by being run over by a train of cars, nine miles from that city. Assuming that it was her husband, she commenced at once to procure evidence to that effect. The agent of the *Ætna* Company, at Shreveport, furnished her with blanks indicating what was necessary to establish his identity and death.

In February, 1874, Mrs. Wackerle visited the *Ætna* office, in Hartford, with the "proofs of death." She represented to the officers of the company that she was very poor, and that she had endured great hardships in getting the "proofs" and reaching Hartford. Her general appearance indicated the truthfulness of her statements. She was told by the president of the *Ætna* that the company was entitled to ninety days in which to investigate the justness of the claim, and if found correct it would be paid promptly when due. Mrs. Wackerle also pre-

sented the claim to the Mutual Life, of New York, and was told by that company that as the *Ætna* was to make an investigation of the case, it would wait the action of that company, and be governed by its conclusions.

The "proofs of death" furnished by Mrs. Wackerle were incomplete and unsatisfactory, and the justness of the claim could only be determined by an investigation. Two affidavits identified the party killed as Wackerle. In one, the deponent was made to say that on the 25th of December, 1872, "a man by the name of William Wackerle, well known to the deponent, having worked with him on section 2 of the Texas Pacific Railroad—was killed by being run over by the freight train" . . . and further says that he "saw said Wackerle after his death, and knows him to have been the same party he knew alive by that name." The other affidavit stated "that on the 25th of December, 1872, one William Wackerle, a laborer on the Texas Pacific Railroad, was killed at a place about nine miles from the city of Shreveport, by being run over by a train of the Texas Pacific Railway Company; that he was present and saw said William Wackerle, deceased, when his body was sent to Shreveport for coroner's inquest and interment; that he has frequently heard the deceased spell his name W-e-c-k-e-r-l-e to deponent." The certificate of death and burial gave the name of the deceased as "unknown." Mrs. Wackerle furnished other affidavits in which it was stated that a man was killed on the 25th of December, 1872, and they "have since heard and been led to believe it was William Wackerle."

The companies had every reason to believe that a man had been killed upon the railroad near Shreveport, as alleged, but the evidence showing it was Wackerle, and the husband of the claimant, was of a questionable character, to say the least. In order to ascertain the facts, an employé of the *Ætna* went to Shreveport and made careful inquiry. He ascertained that the two affidavits identifying Wackerle as the party killed, were made by ignorant freedmen, who could neither read nor write. When the affidavits they had made were read to them they declared that their ignorance had been taken advantage of, and what the affidavits contained was not true. They simply intended to state that a man was killed on the Texas Pacific Railroad on the 25th of December, 1872.

The man killed belonged to a gang of "construction hands" employed by the railroad, and at the time the engine struck him he was lying drunk upon the track. The body was taken to Shreveport and an inquest was held in the evening. As no one appeared to identify the body, it was buried as one "unknown." The verdict of the inquest was to the effect that no blame was attachable to the employes of the road.

The imposition practiced upon the freedmen, together with other circumstances, which will appear hereafter, led the company to pursue the investigation, with a view of learning, if possible, *who the party was that was killed*. It was found that the name of William Wackerle did not appear on the pay-roll of the railroad, and this fact was certified to by the road-master, paymaster, assistant treasurer, and foreman of the gang to which the man who was killed belonged.

The road-master made affidavit "that to the best of his knowledge and belief, William Wackerle was not in the employ of the Texas Pacific Railway Company, as alleged, and that he knows of no such man having been killed on said road, but to his best knowledge and belief, the only man killed on said road about the time, at or near the place at which it is said William Wackerle was killed, was a man named Frank Ettine, who was an employe of the road at said time."

The paymaster of the road stated, under oath, that the name of William Wackerle did not appear on any of the pay-rolls of said company, as an employe or otherwise, and that to his best knowledge and belief, the man killed by the train on or about the 25th of December, 1872, at or near the place where it is said that William Wackerle was killed, was a man by the name of Frank Ettine, who was at the time of his death an employe of the Texas Pacific Railway Company.

The foreman of the gang of men engaged in track repairs on the Texas Pacific Railroad, to which the party killed belonged, made affidavit that on or about the 25th of December, 1872, one Frank Ettine was killed by a train going east, near Shreveport, and there was no other man killed during that day, or at that place; that he knew the man killed, personally, he having belonged to his gang for about three and one-half months, and during that time was under his direction. Frank

Ettine was a native of Belgium. He also stated that he never knew any man by the name of William Wackerle. Frank Ettine was about five feet six and one-half inches high, fair hair, gray eyes, light complexion and whiskers inclined to be of a reddish tinge. He further stated that when Mrs. Wackerle first came to him she described her husband as five feet ten or eleven inches in height, weight 180 to 190 pounds, high forehead, high cheek bones, black hair and eyes. He told her that the man killed was not her husband.

During the investigation Mrs. Wackerle remained in Hartford. She made special effort to extend her acquaintance and enlist the sympathy of the leading citizens of the city. The rehearsal of her trials in getting the "proofs," and of the difficulties of her long journey to make personal application to the company for the insurance, was very interesting, and in the absence of knowledge of the facts would generally be accepted and believed.

With the information the company had there was no course to pursue but to decline to pay. There was clear evidence that the man killed was not her husband, but a man by the name of Frank Ettine.

Mrs. Wackerle denounced the company in unmeasured terms because of its refusal to recognize and pay her claim; and from the people to whom she related her story she obtained much sympathy. She returned to Shreveport with a view of perfecting the proof of her husband's death. Along the route she permitted representatives of the press to "interview" her respecting her grievances, and columns were printed denouncing the companies for refusing to pay. Patrons of life insurance entered their protests against the position taken by the companies, claiming that it was calculated to discredit the business.

At this time Mrs. Wackerle had other "strings to her bow." There was due to the man Ettine, at the time of his death, for services to the Texas Pacific Railroad the sum of \$40. The amount was paid to another laborer claiming to be a cousin of Ettine. If she was successful in establishing the fact that her husband was the man killed upon the railroad, it was her intention to pursue the road, not only for the \$40, but also for damages for killing him.

She made demand at the general office of the road, in Philadelphia, for the \$40. Although the sum had been previously paid, to prevent the annoyance she gave the officers, they offered to pay her \$40 provided she would sign a receipt releasing the road from all liability for damages. She declined to sign the receipt they requested, and denounced the officers for attempting such an imposition on her. She informed them they would yet have to pay smartly for attempting to cheat her.

During her travels, Mrs. Wackerle ascertained that a certain bounty was paid by the government to its discharged soldiers, if applied for within a certain time. The limitation had expired before she became aware of the law granting the extra bounty. She went to Washington and insisted upon her claim being recognized. She told the story of her hardships, about her claims on the insurance companies and the railroad. As the widow of Mr. Wackerle, who was a faithful soldier, she demanded of the government that in some way it pay her the bounty to which she would have been entitled if applied for in time. The Secretary of War yielded to her solicitations and wrote a letter, directed to the Committee on Claims, advising that a special act be introduced into Congress granting her, as the widow of Wackerle, a bounty. Press of business prevented the introduction of the bill, and it went over to the next Congress.

Mrs. Wackerle's trip to Shreveport was followed by the customary newspaper assaults upon the insurance companies. She brought suit against the *Ætna Life* in the District Court of Caddo Parish, Louisiana. Messrs. Looney & Elstner, attorneys at Shreveport, acted for her, and Messrs. Alexander & Bell were employed by the company. The cause came up for trial before Judge A. D. Land.

The trial was of unusual length, and elicited much interest among the people of Shreveport and vicinity. Some of the testimony introduced by the plaintiff was of a questionable character. Several of the witnesses had unenviable reputations, and it was shown in court that they were not worthy of confidence. It was admitted by the company that a man was killed, but it claimed that he was not Wackerle. The court and jury, however, concluded that as there was some *indirect*



testimony to the effect that it was Wackerle, and as the widow (?) insisted that it was her husband, they would give her the benefit of the doubt, and a verdict was given in her favor. The Aetna's attorney immediately gave notice of an appeal to the Supreme Court of Louisiana, July term, 1878.

After the trial, Mrs. Wackerle again visited Hartford and New York with a letter from one of her attorneys directed to the Aetna Company, in which he urged that the appeal be withdrawn. He stated that he recognized the company's right to know that the man killed was the identical party it insured. Having established that fact to the satisfaction of the District Court, he relied on the high reputation of the company for fair dealing "not to pursue this poor woman any further."

Mrs. Wackerle's trip North was followed by another strain of newspaper abuse of the companies. An item appeared in the *New York Mail*, referring to the case, which came to the notice of a Mr. Joseph Weinmann, of Faribault, Minn. He recognized the name of William Wackerle as a member of his company in the Ninth Minnesota Regiment, and immediately wrote to the publishers of the *Mail* that he could give the company important information if put in correspondence with it. The letter was forwarded to the Aetna, and an adjuster was immediately sent to Faribault for the purpose of ascertaining what Mr. Weinmann knew respecting the case. The adjuster found that Mr. Weinmann was a respectable citizen, and during the war was First Lieutenant of Company H, Ninth Regiment Minnesota Volunteers, and that William Wackerle was a member of his company for about two years. He had known Wackerle well, and had been in correspondence with him for some time, Wackerle's object in writing Mr. Weinmann being to obtain his assistance in procuring a pension from the government. Mr. Weinmann showed the adjuster a letter he had recently received from Wackerle, written in California, in which he said, "I would ask you to make some inquiries about my wife. Can you find out her whereabouts? She used to live in Quincy, Ill., and I have heard that she married again. I was insured in two life-insurance companies because she forced me to, and I did it to have peace with her, but it grew worse afterwards, and had I not left her I would

be dead long ago. I left her everything—bed, clothes, and the money of my land, and what I had earned. I worked for my passage to California.”

While the officers of the company had not believed that Mr. Wackerle was dead, this was the first reliable information they had received of his whereabouts. A representative of the company and Lieutenant Weinmann at once started for California, and on arriving at San Francisco found that Wackerle was some two hundred miles up the coast, in Humboldt County. A friendly telegram was sent, which brought him to them. He was found to be the identical William Wackerle whom the company had been searching for so long. He gave to the *Ætna's* representative his reasons for leaving his wife, among other things because he considered her a desperate woman, and he was afraid she would take his life for the purpose of obtaining the insurance. The following affidavit was made by Mr. Wackerle:

STATE OF CALIFORNIA. }  
COUNTY OF SAN FRANCISCO. } ss.

William Wackerle, of Hydenville, in the county of Humboldt and State of California, being duly sworn, deposes and says that he was born in Germany on the 20th day of June, A. D. 1826; that his father's name was John Michael Wackerle, and his mother's name was Jacobina Wackerle; that on the 14th day of November, A. D. 1858, in the town of Shakopic, in the State of Minnesota, he was married to Walburga Schneider, daughter of Antomo and Magdaline Schneider, and the marriage ceremony was performed by Cornelius Weisman, a Catholic priest; that he resided in said State of Minnesota until about the year 1865, that he was a member of Company H, Ninth Regiment Minnesota Volunteer Infantry; that he moved his family to Milwaukee, in the State of Wisconsin, and while a resident of said Milwaukee he made application for and received of the *Ætna Life Insurance Company* of Hartford, Conn., a policy of insurance on his life for the sum of \$3,000, payable in the event of his death to his wife, Walburga Wackerle; that he subsequently moved with his wife to Detroit in the State of Michigan. While residing in Detroit he surrendered the said policy of insurance or discontinued payments under same and took from said company in its stead another policy of same amount—\$3,000—and payable to his wife, the said Walburga Wackerle, in the event of his death, the latter policy dated May, 1869; that he left his wife and went to Sacramento, in the State of California, that she subsequently came to the place where he was then living; that in company with his

wife they went to Quincy, in the State of Illinois, and there resided together till the year 1871, when he again left his wife and went to Sacramento, in the State of California, and is now residing in Hydesville, in the State of California, and that he does not know the whereabouts of said Walburga Wackerle, not having heard from her for several years.

(Signed)

WILLIAM WACKERLE.

Subscribed and sworn to before me this 24th day of June, A. D. 1878.

(Signed)

JOHN HAMILL, Notary Public.

While the adjuster and Mr. Weinmann were waiting for the arrival of Mr. Wackerle, two German brothers by the name of John Hein and J. N. Hein, formerly residents of Minnesota and neighbors of Wackerle, and who knew him and his wife intimately, were found at San Francisco, and arrangements were made for them to meet Wackerle upon his arrival. Immediately upon the landing of the steamer the four gentlemen in question recognized each other and had a long talk relative to incidents which had occurred in their experience in Minnesota while living as neighbors. Affidavits of Weinmann and of the two Heins were taken, which fully corroborated that made by Wackerle. All of the gentlemen went to a photographer, and their pictures were taken separately and also in a group. These papers and photographs were forwarded to Attorney Bell at Shreveport, for the purpose of being presented at the hearing of the case which was to come up in a few days on the appeal. The facts set forth in Wackerle's affidavit accorded with the statements made by his wife. Wackerle related to the adjuster in an unhesitating and straightforward manner his experience while living with her—many incidents of which Mrs. Wackerle had previously given, and were known to the adjuster.

Upon the presentation to the Court of Appeals of the evidence that Wackerle was living, the Judge granted a new trial, but with the understanding that the company would only be permitted to prove the fact.

A commission was issued for the taking of testimony, and Mrs. Wackerle was notified to appear in Carver, Minn., and meet the husband she had so persistently claimed was dead. In the meantime Wackerle was sent for, and he immediately

came East. He visited his old neighbors and friends in Carver and Chaska, Minn., all of whom promptly recognized him. Mrs. Wackerle went to Minnesota, but, for reasons best known to herself, she would not be present when the depositions were taken. She evaded several attempts to get her and Wackerle together.

While Lieut. Weinmann and Wackerle were in pursuit of Mrs. Wackerle at St. Paul to bring about a meeting of the couple, they accidentally met John Wackerle, William's brother. Both at once recognized each other. This added another link to the chain of evidence so rapidly forming to defeat the unjust claim of the woman that she was a widow and entitled to the insurance upon the life of her deceased husband.

The testimony of some twenty-five witnesses was taken, in Carver and Chaska, to the effect that they knew Wackerle and his wife, and that they knew him to be the identical person who previously resided there. Some of the witnesses were present at their marriage; others served with him in the army.

Mrs. Wackerle persistently refused to meet her husband. It was, however, important to complete the evidence which the company desired to give at the second trial, that Mrs. Wackerle should also be identified as the wife of Wackerle and the plaintiff in the litigation. In order to accomplish what was desired in this respect, Lieutenant Weinmann, who, as stated above, was a resident of Faribault, and with whom Wackerle was stopping, arranged with a prominent county official at Chaska, that if she visited that place to take her in and telegraph him, in order that he might bring Wackerle and have them meet in the presence of parties who knew them both. The arrangement was successful, and Wackerle, for the first time in many years, met his wife in the presence of a large number of their old neighbors, who subsequently gave testimony that they knew them both, and that they were the identical parties who were formerly residents of that town.

When Wackerle and his wife met, he said to her, "Do you now say that I am not your husband, and that I am dead?" To which Mrs. Wackerle replied, "The courts of Louisiana will decide whether or not you are my husband; I want noth-

ing to do with you." Mrs. Wackerle immediately left the house and the town, apparently indignant that she had been compelled to face her husband.

At the second trial in Shreveport, the company presented depositions of Wackerle, Lieutenant Weinmann, John Wackerle, and some twenty-five others, prominent residents of Chaska County, all showing conclusively that Wackerle was living.

In rebuttal of the evidence presented by the company to the effect that Wackerle was living, Mrs. Wackerle caused the body of the man killed at Shreveport to be exhumed; and although the burial had occurred some four or five years before, she testified that she recognized the corpse as that of her husband. She was positive in her testimony of the fact that it was the body of her deceased husband. Notwithstanding there was nothing left but the skeleton, she said that she recognized it from peculiarities of the teeth, which she remembered, and they were identical with those of her husband.

The evidence that Wackerle was living was so conclusive that a verdict was given for the company. To this she took an appeal. At the October, 1880, term of the Supreme Court it was finally disposed of. In closing his opinion, the Judge said: "The testimony conclusively establishes that Wackerle, the identical person whose life was insured, is still living, and unmasks one of the boldest and most scandalous schemes of fraud upon the defendant, the court and her counsel, ever conceived, and carried to the very verge of success. It is therefore ordered, adjudged and decreed, that the judgment appealed from be affirmed at appellant's cost." So far as the *Ætna* was concerned, this ended the litigation.

The suit against the Mutual Life Insurance Company was brought by Mrs. Wackerle in St. Louis. The jury was composed exclusively of farmers. A. R. Taylor, of St. Louis, was counsel for the plaintiff, and Messrs. Grover & Shepley were counsel for the company.

Mr. Taylor opened the case by outlining to the jury the particulars of the claim; a suit was originally brought in the State Court, but had been transferred by the defendants to the Federal Court.



Mrs. Wackerle, being sworn, related the facts, mainly, as given, respecting the *Ætna* case, and swore that she first learned of her husband's death through his brother, John Wackerle. She met him at Carondelet, and he told her that her husband was dead. Subsequently she went to Shreveport and had her husband's body exhumed, and identified it by a broken tooth, and by his hair, whiskers and clothing. She was sure it was the body of her husband. He was killed December 25th, 1872, and she had his body dug up in March, 1874.

Upon cross-examination she said that she received a note from her lawyer, at Shreveport, that tried the case against the *Ætna*, telling her that a lawyer named Weinmann had a man at Faribault, Minn., that was said to be her husband; that she went to see about it. She called on the chief of police there, and he told her to go to Mr. Dunham's, where the man would be. She told him she wanted to see the man they said was her husband, and that he should bring him to her. He did not bring him to her, but brought him in front of the house and she saw him. She did not call him in because he was a stranger to her. She did not think that the man said to be her husband saw her at the time she saw him. At a Mr. Greiner's she met the man they said was her husband. There were a good many there, but she did not know who they were. Lawyer Weinmann was there. The man said, "Walburga, don't you know me?" She replied that that matter had to be settled in court. She did not tell him he was an impostor.

At this point John Wackerle confronted the witness, and she was asked if she recognized him. She replied she had never seen him before. She stated that he was a stranger to her, and she knew nothing about him; that John Wackerle, the brother of her husband, was a taller man, and looked altogether different. William Wackerle was then called in front of the witness, and she was asked if she recognized him. Her reply was, "This man is a stranger to me, like the one before. I saw him once in Minnesota, but he has changed some from what he was before. This man is not my husband. I never lived with him as his wife. I never saw him except in Minnesota, once, and here, now."

Here the plaintiff rested her case.

Mr. Shepley, counsel for the defense, in his opening address to the jury, said that he expected to prove that the chief of police at Faribault, took William Wackerle by the house where Mrs. Wackerle was, and that she went to the chief of police and asked him the quickest way she could get out of town without that man seeing her; that two interviews were arranged, at Carver and Chaska, where the parties had lived, and were known to many persons; that it was only by a trick that Mrs. Wackerle was got to the house of one Greiner, where Mr. Wackerle was, and where many persons who knew them both were; that at that time Mrs. Wackerle made no pretense of calling Mr. Wackerle an impostor; that all she could be got to say was that the matter must be settled in the court. He also stated how Weinmann became aware of the litigation with the Ætna Life Insurance Company; how he wrote the company, informing them of the existence of Mr. Wackerle; he also stated that he should produce witnesses before the court who knew Mr. Wackerle ever since 1850—before he was married—and down to the present time, and would present overwhelming proof that the person claiming to be William Wackerle was the identical person who was insured, and the husband of the plaintiff, but that he was now divorced from her.

Jacob Sommer, sworn, stated that he lived in Illinois; had previously lived on Tom Allen's place, near St. Louis, for eighteen years; he was a gardener; he had known William Wackerle since he was a little boy; knew him in the old country; saw him in St. Louis in 1871; was told by Wackerle that he was going South; saw Mrs. Wackerle once; she came to see him, and asked him if he knew where her husband had gone; in the spring of 1872 Wackerle came back, and said he was going to California; he knew that the party in the courtroom who claimed to be William Wackerle was the identical person, and that John Wackerle was also the brother of William; he was acquainted with him; he had known John Wackerle for eighteen years; they were neighbors in the old country; he had played with William when they were boys; Mrs. Wackerle came to him and asked him if he knew where her husband had gone; he told her he did not know, but that he said he was going South. Upon cross-examination he stated that

Wackerle left Germany about ten years before he did, and was about ten years older than he was; when he met Wackerle in this country he knew him right away, and Wackerle knew him.

John Bruch was sworn, and stated that he lived in St. Louis; that he had known William Wackerle about thirty years; that in 1851 Wackerle boarded with him; in 1854 Wackerle went to Minnesota; he recognized William Wackerle in the court-room as the identical person—he was certain of it; in October, 1871, Wackerle boarded with him a couple of weeks; that was at the time he returned from the South; Wackerle returned to St. Louis in April, 1872, and boarded with him again a week or ten days; he then left to go to California; he saw him off; he had not seen him since till about a week ago; he knew John Wackerle, his brother; John has boarded with him more or less since 1851; in 1873 Mrs. Wackerle came to his house and asked if he could tell her anything about her husband, William Wackerle; he told her he did not know where he was, but that John Wackerle was there and was eating his dinner; at the interview between John and Mrs. Wackerle, the former got excited and told her to go off, that he wanted nothing to do with her; that he (Bruch) had not seen her since until recently; that he knew Christ. Wackerle, a brother of William and John.

J. A. Sargent was sworn, and stated that he lived in Carver, Minn., and had resided there since 1855; that in 1859 he was recorder of deeds; he had subsequently been a judge of probate for fourteen years; he knew William Wackerle at Carver; in 1862 he enlisted in the war, and was gone till 1864, when he returned; at about that time he (Wackerle) sold his farm and moved away; William Wackerle, then before him, was the identical person; while Wackerle was a resident of Carver he bought wood of him and did most of his business for him; Wackerle's first wife died about the year 1855, and he married again, and the plaintiff in this case is the woman who lived with Wackerle at Carver and Chaska as his wife; he knew John Wackerle, but not as well as he did William; it was his impression that the identical John Wackerle was before him; that Mrs. Wackerle was in Chaska in 1878; William Wackerle was also there, but he did not see them together.

Mrs. Margaret Bruch, wife of the former witness, John Bruch, being sworn, gave testimony similar to that of her husband. She identified William Wackerle and his wife.

At this point a number of depositions were read from persons who had known William Wackerle in Chaska, Faribault, and Carver, Minn., fully identifying the man produced with the William Wackerle they knew.

A large number of depositions were presented by the defense and read in court, all having reference to the identification of William Wackerle.

J. S. Randall, of Shreveport, an undertaker, was sworn, and stated that on the 25th of December, 1872, he was called upon to bury a man who was killed on a railroad near Shreveport; that he buried the corpse the next day in the potter's field, in a cheap coffin with a glass plate; he was present at the disinterment of the body in September, 1877; he found but little left except the skeleton; there was a little piece of wood that resembled the coffin, and no glass at all was found.

William Fletcher, of Shreveport, was sworn, and stated that he took up the body of a man said to have been killed on the railroad about five years before; there were no exterior signs of a grave there; he dug on the spot indicated by the sexton; Mrs. Wackerle was present and identified the remains by a broken tooth; the grave was afterwards opened, and the remains appeared in the same condition as before; the leg bones were not broken.

Dr. James G. Ford, of Shreveport, stated under oath that he was present at the opening of the grave in 1877; that he examined the bones carefully, and there was no sign of a broken leg; the bones were well preserved, and could not have been in the condition they were if a leg had been broken.

R. L. Simmons, of Shreveport, foreman of the coroner's jury that sat on the man killed on the 25th of December, 1872, on the railroad, said it was satisfactorily shown that the man belonged to a gang of railroad men, but his name could not at that time be ascertained; there were no papers or name found on the body, or anything by which he could be identified. The first time he ever heard the name of Wackerle was when he met Mrs. Wackerle at the time she was getting up testi-

mony of her husband's death. The leg of the man the inquest was held on was severed just above the knee.

W. H. Noland, of Shreveport, testified that he was at the inquest before mentioned; that no papers were found on the body; he never heard the name of Wackerle till he heard it from Mrs. Wackerle.

John Hein testified that he had lived in Napa County, Cal., since 1860; previous to that he lived in Carver, Minn.; he knew William Wackerle then; on the 24th of June, 1878, he saw the same William Wackerle at San Francisco and talked over with him old family matters; he stated that he was as positive as he could be of anything that it was the same man.

J. Nicholas Hein, a brother of the last witness, testified to the same state of facts.

Philip Fabel testified that he had lived in St. Paul since 1856; he was acquainted with William Wackerle when he lived at Carver, Minn.; he met him again in 1878; Mr. Wackerle came up to him and said, "Don't you know me, Philip?" I said, "No, I don't." He said, "Don't you remember selling me a dog at Carver for a bushel of corn?" I answered, "Yes, I do; your name is William Wackerle."

Paul Faber, of St. Paul, testified that he knew William Wackerle before and after the war; he, Wackerle, was at his house about two years ago, and took his meals there occasionally for about a week; his wife (Mrs. Wackerle) came to him (Faber) to help her get testimony of her husband's death; she said she would give him \$500 if he would help her. About a week later Wackerle came in, and I exclaimed, "Hello, Wackerle, I thought you were dead!" I am positive it was the same William Wackerle I had known at Carver. His wife came to my house later, and I told her to go out. I said to her, "I know your husband, and I wonder how you dare to deny him."

Mrs. Paul Faber, wife of the preceding witness, testified to the same state of facts.

John Sandren, of Carver, Minn., testified that he was in the army with William Wackerle, and in the same company with him; saw him in 1878 and talked with him about the campaign they had passed together; Wackerle was familiar with all things they knew together, and talked and answered correctly. He recognized him fully as William Wackerle.



Depositions were read of Anthony Waldman, John Funk, Michael Hall, John Blodell and wife, Mrs. Genevieve Buche, A. G. Anderson, W. A. G. Griffin, Levi H. Griffin and Frederick Greiner, all of Carver, Minn., Margaretha Ebbinger, of Chaska, Senator C. D. Gilfillian, of St. Paul, S. C. Dunham, chief of police of Faribault, and Stephen Kulk and wife, of St. Paul, fully identifying Wackerle as the husband of the plaintiff.

Joseph Weinmann, being duly sworn, stated that he resided at Faribault; that he lived in Carver for eighteen years, and until 1874; that he was acquainted with William Wackerle, who was at that time living between Chaska and Carver; he knew his wife also, knew them both till 1862; he recruited a company, and August 2d of that year William Wackerle enlisted; he (Wackerle) served in his company till they came back from Rolla, Mo., and on account of sickness was discharged; he (Wackerle) sold his farm and moved away from Carver; he did not learn anything of his whereabouts until the year 1873, when he got a letter from him saying he had taken a claim in California and wanted him to attend to it; he answered the letter, and the letter being produced in court was identified by Mr. Weinmann; it is dated September 19th, 1873; he received another letter from Wackerle dated January 22d, 1873; that letter he produced in court. It was written in German, and Mr. C. E. Soest, deputy U. S. marshal, read it in court as an interpreter; it proved to be mostly about the family affairs of the writer; he said he got insured in the *Ætna* for \$3,000, and in the *Mutual* for \$4,000; that he did it because his wife forced him, and he wanted peace; that if he hadn't left her, his life would have been ended long ago; that he heard she had been married again, and wanted to learn something about that; that when he went away he left all his property with his wife except his clothing, including all the money he had got for his place and all he had earned. Mr. Weinmann stated further that he did not answer this letter; that he took up a *New York Weekly Mail* one day, and looking over the items saw that Mrs. Wackerle had brought suit against an insurance company for the insurance upon the life of her husband; he wrote the editor that he would like to be put in correspondence with the company interested; in about two weeks a representative of

the *Ætna* came to Faribault to learn what he knew about the case; he gave him information as to Wackerle's whereabouts; the letter was shown to the *Ætna* representative, and upon being compared, the signature of the letter and of the application for insurance were found to be identical; that he and the *Ætna* representative visited California and found Mr. Wackerle there.

Upon cross-examination, Mr. Weinmann stated that when he first became acquainted with the case Mrs. Wackerle had obtained a judgment against the *Ætna*; that he did not know where Christ. Wackerle was; he had not heard from him for years; that he knew William Wackerle as well as he knew any man except his (Weinmann's) brother; that Wackerle did not learn from him about his domestic affairs; that William Wackerle and John Wackerle, his brother, were the parties whom they represented themselves to be, and William was the husband of the plaintiff.

John Wackerle testified that he was a brother of William, who was then present; he knew Walburga Wackerle, the plaintiff; he saw her in St. Louis nine or ten years ago; it was at John Bruch's saloon in Carondelet; she wanted to know where his brother William was; he said he did not know where he was; he went South somewhere, perhaps to Texas; the next spring William went to California he thought, did not remember exactly; he next saw William in St. Paul, in 1878; he did not see him again until he came here. On cross-examination he stated that he did not tell Mrs. Wackerle that her husband was dead; that he never heard his brother was in Marshall, Texas, working on a farm; that he never received a letter from his brother Christ.; that he did not know where Christ. was; that he (John) was never in Shreveport.

William Wackerle, being duly sworn, stated that he resided in California, that he went there in the year 1869 from the country back of Detroit; that he worked on I street, in Sacramento, making wine; that he was married in Minnesota to Walburga Wackerle, and he guessed she knew him then; he lived there till 1865; his wife lived with him then; that when he sold his farm she took every cent of money he got for it and all he had earned; that he had had so much trouble with this

woman he should always remember her; he sold his farm to George Gruber and partner; that he moved to Milwaukee; while there he took out a policy in the *Ætna*, first for \$2,000, and it was afterwards made \$3,000; his wife left Milwaukee before he did and took everything to Detroit; he was also insured in a New York company for \$4,000; both were for his wife's benefit; he did not stay long in Detroit; his wife quarrelled with him; he returned to Milwaukee; his wife wrote him requesting him to live with her again, and he did; while in Detroit he earned money to go to California; while at Sacramento he, through an advertisement, learned that a woman wanted to meet him; he met his wife at Shimminger's; they took a house there and lived together awhile; she desired to go East, and together they went back to Quincy, Illinois; while in Sacramento a child died and was buried there; his wife desired to take the child with them East, and she had some trouble with the railroad company about taking it; they arrived in Quincy in 1870; while there he chopped wood for a man by the name of Ben Franklin; they lived together in Quincy until the year 1871; in the fall of that year he went to New Orleans; in the spring of 1872 he came back and boarded about two weeks with John Bruch, of St. Louis, and from there went to California by the overland route; at Sacramento he met his brother Christ; he next went to Eureka, Cal., in 1873, and from there to Hydesville, and resided there till 1878, when, at the request of the *Ætna* Company, he returned to Minnesota; during the time from 1873 to 1878 he wrote letters to Joseph Weinmann, of Faribault. His letters were presented and identified. During the war Mr. Weinmann was First Lieutenant of his company; in 1880 he went to Los Angeles, California, to live, and now resides there; after leaving his wife at Quincy, he next saw her in the fall of 1878, at Chaska, Minn., and she pretended not to recognize him; it was at Greiner's house; he asked her if she did not know him, and she would not answer; she said she would have nothing to do with him, and the courts must decide. After leaving her at Quincy, Illinois, he never wrote to her; he left her because he could not live with her in peace; he wanted some peace in his old age.

Upon cross-examination he said that when he met his wife

at Mr. Greiner's, she said we were all swindlers. Mr. Greiner said, "Who is a greater swindler than you? You want to collect the insurance money, and your husband is not dead." That the child's body was carried by the express company, the railroad company refusing to take it; he would have preferred to have the child buried in California; that his wife made all the arrangements as to preserving and shipping the corpse; that the coffin used was a plain one, such as poor people generally get; they arrived in Quincy before the coffin did; the outer box was not opened to his knowledge; it was buried, so far as he knew, in the same condition that it arrived; there were eight children born at his last marriage; they all died young except the girl at Sacramento, who was seven or eight years old when she died; the first child was born on the farm in Minnesota; its name was George William; it was buried on a lot he bought of Greiner; the second child was born at New Orleans, and died there; he did not remember its name; she called it William; he did not remember whether the third child was a boy or girl, how long it lived, nor when it died; he did not remember where the fourth child was born or whether it was a boy or girl. He made the same statements respecting the fifth, sixth and seventh child, and he did not remember their names. The last child was a boy; it was living when he left Quincy; she called it George; he stated that his wife had a book in which all the names of the children were written down; some of the names were written by himself; he further stated that he was never in Indianapolis with his wife; that he went from New Orleans to Cincinnati with her, and that he worked in the latter place one season; he had never been there since.

The witness was shown a certificate of his examination for an insurance policy dated at Cincinnati in 1868, on a policy he had previously stated he took out in Milwaukee in the year 1867. He did not remember having been in Cincinnati at that time; he could give no reason for being re-examined on a policy taken out in 1867; he stated that he lived in Detroit in 1869; he might have visited Cincinnati, but he did not remember it; he had an indistinct recollection that he did go to Cincinnati, but he could not tell for certain; he stated that his memory was not good; that they had one child born a

couple of months after they arrived at Quincy—it was a boy. He was asked if his wife was not suffering with pains of labor when they got off the cars, and if his wife was not taken to the house of a policeman, and if a child was not born there. He stated that the child was born in the house he rented; that the dead child was buried before the child referred to was born; that he was never shown the depositions which were presented at the trial; that he was never asked to change his name to Chris. Wackerle; that Chris. was a larger and much stouter man; that he (Chris.) was four years younger; that he had not seen him since 1873; that he was William Wackerle and the husband of the plaintiff; that the reason why he did not apply for a pension until the year 1878 was that he did not know that a discharged soldier was entitled to a pension; that their children were all young when they died; that his wife paid the premiums for the insurance; the proceeds of the sale of the farm and other property she put into United States bonds. At the close of the depositions William Wackerle was requested to write his name. The signature compared perfectly with the undoubted signature of William Wackerle in the original application for insurance in the *Ætna*, with only the natural difference which the increased age would make.

This closed the evidence for the defense.

Upon the part of the prosecution, Dr. Moses S. Bassett, of Quincy, Illinois, being sworn, testified that he was a physician and surgeon; had practiced thirty years; knew William Wackerle at Quincy; got acquainted with him when he first came there. In the fall of 1870 or 1871 was called one morning by a policeman to see a woman in labor. The policeman stated that he picked the woman up in the street; he sent his stepson, who is a physician, to attend her. A few days later, a man came to see him about a baby that was born at the time my stepson attended the case; that man was Wm. Wackerle; the child had an unusual disease for a child; I recognize Mrs. Wackerle here as the mother; I afterwards attended Mr. Wackerle when he was sick; this man here is not the William Wackerle I knew in Quincy. He is two inches taller than that man, and has more prominent cheek bones. The William Wackerle I



attended had different hair and eyes from this man. He had blue eyes and reddish, auburn hair; it was rather long and rolled up at the ends without being curly. He was more effeminate looking than this man; this man has some resemblance to him, but I am positive that he is not the man.

George Tenderge, being sworn, testified that he was a druggist in Quincy; he knew William Wackerle there and saw him frequently; he was satisfied that this was not the man. Wackerle, whom he knew, was not as tall as this man; his face was not as long, nor his forehead the same shape; William Wackerle's forehead was very protuberant.

The deposition of J. Henry Heiner was read; it was to the effect that he knew William Wackerle, who resided at Quincy, ten or twelve years ago; he was about five feet six inches tall; his whiskers were of a bright auburn, and his hair a little darker; Wackerle did not shave at all then; said he could identify him if Wackerle would tell what was the contents of a certain box that came with them.

The deposition of Alexander Ramsey, ex-Governor of Minnesota, was then read. He knew Wilham Wackerle in Minnesota; had only a moderate acquaintance with him; he was a stout man, and about five feet six inches tall, with a red complexion. The picture shown to him (Ramsey), differed from him entirely; he could trace no resemblance between it and the Wackerle he knew. Upon cross-examination, he stated that he could not recollect exactly whether his hair was dark or not; Wackerle looked like a peasant from Europe. If a man cut his hair short, shaved clean, except a mustache, put on a clean shirt, and good clothes, it is possible that after fourteen years he would not be able to recollect him from his picture.

Fred. H. Magdeburgh's deposition was read; he said he knew Mrs. Walburga Wackerle at Milwaukee; he also knew William Wackerle in January, 1867; during that month Wackerle made an application to him as agent of the Mutual Life for insurance upon his life, which was granted; the picture of William Wackerle, which had been shown him, is not the picture of the Wackerle whom he knew; it bore no resemblance to him.

Mrs. Walburga Wackerle, the plaintiff, was recalled in rebut-

tal; she stated that she was married in Chaska in 1858; her first child was named George William, and was born at Carver; the child died and was buried in New Orleans; her second child was born there, it was named George. It died when two weeks old, and was buried beside the other child; they went from New Orleans to Cincinnati; it was about 1860 when they went to Cincinnati; they lived there one summer; from there they went to the farm in Minnesota; one child, Emma Theresa, was born in the latter place; also another child named John; he lived but four months; a girl named Johanna was born at Milwaukee, it lived two months; the next child was born at Milwaukee, it was named Otto, and lived four weeks; from there they went to Detroit; the next child was born in Quincy, Ill.; this was the last child she had—seven in all. The farm was sold in 1865; they lived in Detroit about one year in 1868; from there they went to Chicago and to Cincinnati again; that was in 1869. The reason William Wackerle was re-examined at Cincinnati was that the premium was not paid in time, and the company would not accept it unless he was re-examined; they went back to Detroit, and from there her husband went to California; her daughter was then living; she followed him to Sacramento, met him at Skimminger's; her daughter lived about eight months; about two months later they decided to move to Quincy; a zinc box was made by the undertaker to take Emma's body along; her husband assisted in changing the body from the coffin to the zinc box; a wooden box was put around it; it was sent to Quincy by express; it did not get there until two days after they got there; when they arrived at Quincy she was sick; a policeman came to her and took her to a house where nobody lived; her husband went for a woman to help her, but before he came back she gave birth to a child; Dr. Bassett came to see her that night; the child lived eight months; the child that was born in Quincy was born before Emma was buried; they lived in Quincy until 1872; that year her husband went to California; she got a letter from him stating that he was going off to work.

Upon cross-examination she stated that her memory was pretty good about some things; that she did not say to Mr. Weinmann that the man who came to her at Greiner's was not

William Wackerle but John; that he looked more like Chris. than like William; she always lived happily with her husband; her husband almost always wrote to her when he was away, telling her where he was; when he went South he wrote to her, but for some time she did not hear from him; when he wrote he said he was going farther South; she wrote to John Wackerle at St. Louis asking where her husband was; she was anxious about him; she knew John Wackerle; the man she saw in the court-room did not look like John Wackerle; when her husband went to California he wrote to her.

This closed the testimony in the case.

Mr. Glover made the argument for the defense; he was followed by Mr. Donoghue for the plaintiff at about the same length. After the charge of Judge Treat, the jury retired and were out but a short time when they returned, and the foreman said: "We, the jury, find for the plaintiff and assess the damages at \$6,300 on the first count, and \$206.99 on the second."

Mr. Shepley, the defendant's counsel, gave notice of an appeal.

The case subsequently came up on appeal, and a new trial was denied.

Judge Treat, of the United States Circuit Court, rendered the following opinion in the matter of a motion for a new trial:

"Walburga Wackerle vs. Mutual Life Insurance Company of New York. A full examination has been made of the evidence, which was one peculiarly for a jury. It was on both sides full of doubt, inconsistencies, and contradictions. Turn as we may in the analysis of the evidence, strange and irreconcilable aspects are presented.

The first point to be established by plaintiff was the death of her husband. That rested on the testimony of several witnesses concerning the railroad accident and the identity of the person killed thereby. The evidence of the plaintiff and others as to the skeleton exhumed some four or more years after such killing, established to the satisfaction of the Court that the exhumed skeleton was not that of the man killed, supposed to be William Wackerle, on December 25, 1872. The Court directed the attention of the jury especially to that fact. Not that it was conclusive, but because it tended to show what weight should be given to the testimony. It may be that the exhumed skeleton was not that of William Wackerle, and hence the accuracy of plaintiff's testimony becomes questionable. Yet there was other evidence as to the death of the party

killed, independent of the exhumation in 1877. It was therefore for the jury to decide whether, despite the mistakes as to the identity of the skeleton, William Wackerle was killed as alleged.

The case as presented by the evidence was remarkable in many other respects, concerning which it is useless to comment. There are several depositions wanting which the Court has been anxious to read and analyze, but by some accident they have disappeared. Hence the Court has to rely on its memory as to their contents, and if a new trial is granted, after a long lapse of time, to supply the same.

So far as the Court was justified in alluding to or commenting on the evidence, it pointed in its charges sharply against the plaintiff's claim, so far as the identity depended on the exhumed skeleton. Still, the jury reached the conclusion that the plaintiff's husband was killed in 1872, as alleged, and consequently that the person produced by the defendant, and claiming to be William Wackerle (husband of the plaintiff), was not what he pretended. The case was tried at great length, and the largest scope given to a searching inquiry. Its novel aspects induced the Court to admit every item of interest which could shed light on the subject.

After full deliberation on the varied, inconsistent, and contradictory evidence, the jury reached a conclusion which was their exclusive province, and the Court does not feel justified in interfering therewith. The motion for a new trial is overruled."

While the company and Wm. Wackerle came in for a large share of criticism and abuse at the hands of a portion of the press, it is but fair to publish a letter written to the *San Francisco Bulletin*, in which paper the letter was published, adding another chapter to this peculiar case.

*To the Editor of the Bulletin :*

In the *Weekly Bulletin* of October 11th, 1882, on the fourth page, appeared an article headed, "A Question of Identity," wherein it is made to appear that I have lent myself to personate a dead man in order to assist the *Ætna* and the Mutual Life Insurance Company of New York to defraud a poor widow to receive an amount of \$4,000 because of the death of her husband. I did not personate that husband, as it is given out. I am, or rather have been, the husband of the indefatigable Mrs. Wackerle, the same who applied to the companies above named for an insurance on his life for the benefit of his wife. Heaven be praised I am not that lady's husband any more, having long since been divorced, nor have I ever been that unlucky lover and unknown pedestrian who was run over by a railroad train in Texas in 1872, and furnished that lady a convenient corpse. The companies very properly refused to pay those policies on my life, because they always knew that I was not dead yet; and the *Ætna*

Life Insurance Company was sustained in the refusal by the Supreme Court of the State of Louisiana, I having furnished abundant proof of my identity.

Undismayed by this defeat, Mrs. Walburga Wackerle then tackled the Mutual Life Insurance Company, and obtained a verdict in her favor before an accommodating jury, who were sufficiently softened by her tears to award her a handsome amount of money out of the pocket of a heartless corporation. This verdict ought to extinguish me, and I am truly sorry for the New York *Sun*, who, under date of October 18th, 1882, and the Humboldt *Times*, who on the 21st of the same month favored me with such extended notices, that I am ill-mannered enough still to be among the living, the same William Wackerle who, in the year 1858, married Miss Walburga Schneider; lived with her to the month of June, 1871, co-habited with her during that time, raising a family of children. I was born and baptized as William Wackerle, married as William Wackerle, got divorced as William Wackerle, and will always remain so, in spite of my wife's studied refusal to recognize me, and the sensational romances gotten up by the *Sun* newspaper, wherein I am made to figure as a double-dyed villain of the blackest hue, who aided and abetted the equally double-dyed villainous corporation named the Mutual Life Insurance Company of the city of New York.

But the end is not yet, and before a higher tribunal the persecuted Walburga will be confronted by witnesses who know me from my earliest childhood; by witnesses from Eureka, Humboldt County, from Sacramento City and other places where we have been living, and who will unmistakably establish the fact that they knew us both as man and wife. Then she will probably take another tramp to Texas and elsewhere to hunt up further testimony, for she is not the kind of woman who willingly would give up a large money stake.

I do not deny that all the sensational stuff published has annoyed me. My acquaintance in a great many places of this State and Michigan and Illinois is large; my reputation has been good wherever I lived, and, valuing it more than anything else, I beg you would insert these lines at an early day, in order that all my friends and acquaintances and the general public may know that I denounce all infamous reports published against me as unmitigated lies, which it shall be my aim to unravel and lay bare even if the reputation of Walburga Wackerle as a heroine should suffer thereby. I likewise wish everybody, and the above-named journals especially, to know that my hiding-place is at a farm about twelve miles from Los Angeles City, in a district called the Azusa, which I acquired by dint of hard labor, and where I propose to live until I die for good and ever.

November 6th, 1882.

WILLIAM WACKERLE.



## THE MAYBRICK CASE.

Few cases have attracted so much attention or attained so much notoriety as that of Mrs. Maybrick, both by reason of the persistent effort on the part of prominent American women to obtain her pardon and release, believing that she was unjustly accused and convicted of the murder of her husband, and also of the disputes in the English courts, by leading members of the bar, over the question of the liabilities of life-insurance companies in respect to claims based upon deaths caused by murder.

It is with more especial reference to the latter point that the case is introduced into this volume. If it be assumed that James Maybrick was poisoned, the inherent probabilities as to the motive point less strongly to the insurance on his life than to the woman's improper intimacy with another man.

Mrs. Maybrick was the daughter of the late W. G. Chandler, a banker of Mobile, Ala., and was educated in Germany and France. She met her future husband on an ocean steamer on the way to England, in May, 1880. He was a Liverpool cotton broker, and the acquaintance then formed ripened into marriage a year after. The couple first lived in Norfolk, Va., where Mr. Maybrick had business interests, but at the end of two years they went to Liverpool, their home being at Aigburth, one of the suburbs. They lived happily together, according to all appearances, with the addition of a boy born in 1882, and a girl in 1886.

The first quarrel that was known to have occurred followed their return from the "Grand National" races. In the course of a violent altercation that night, the servants heard Mr. Maybrick shout, "Such a scandal will be all over town to-morrow." This outburst, presumably, had reference to her rash flirtations with her friend Mr. Brierly.

On or about October 3d, 1888, James Maybrick effected an insurance upon his life with the Mutual Reserve Fund Life Association of New York, in the sum of £2,000, in favor of his wife, Florence Elizabeth Maybrick. On May 11th, 1889, James Maybrick died. A coroner's inquest was held, and the jury returned a verdict charging Mrs. Maybrick with causing his death. She was thereupon indicted for the murder of her

husband by the administration of arsenic, and upon trial before Mr. Justice Stephen at the Liverpool Assizes, in August, 1889, was found guilty by the jury. On the 15th she was sentenced to be hanged, but the sentence was afterward commuted to penal servitude for life, the official record relating thereto being in the following terms: "Her Majesty having been graciously pleased to extend her royal mercy to the said offender on condition that she be kept in penal servitude for the remainder of her natural life, and such condition of mercy having been signified to this court by the Right Hon. Henry Matthews, one of Her Majesty's principal Secretaries of State, this court hath allowed to the said offender the benefit of a conditional pardon. And it is therefore ordered that the said Florence Elizabeth Maybrick be kept in penal servitude for the remainder of her natural life."

The cause of Mr. Maybrick's death was gastro-enteritis (inflammation of the stomach and intestines), which the doctors declared had been induced by some irritant poison. After the arrest of Mrs. Maybrick, the house was searched, and eighty-five grains of arsenic were found. The *post-mortem* examination revealed no arsenic in the stomach, but a fraction of a grain was found in the liver. The trial, which lasted six days, was largely a battle of experts, Drs. Carter, Humphreys, and Stevenson stoutly maintaining that death was due to arsenical poisoning, and Drs. Tidy, MacNamara, Barron, and Prof. Paul contesting that view. It was proved on the trial that Maybrick had purchased a hundred and fifty grains of arsenic three months before his death, and it was also shown that he was greatly addicted to dosing himself with drugs, and that arsenic in minute quantities was one of his favorite remedies.

The charge of Justice Stephen to the jury was so unjudicial, so one-sided, and so condemnatory of the prisoner that, though the jury brought in a verdict of guilty in thirty-eight minutes, a revulsion of feeling in her favor followed among the people, which was reflected in the press. Sir Charles Russell protested against it to the Home Secretary in forcible terms, and even the counsel for the Crown, Mr. Addison, said that the verdict was not warranted by the evidence. Soon afterward, Stephen was compelled by insanity to retire from the bench, and his death followed.

By the will of James Maybrick, dated April 25th, 1889, Thomas Maybrick and Michael Maybrick were appointed his executors. On or about August 1st, 1889, Mrs. Maybrick assigned the life-insurance policy and all her interest thereunder to Richard Stewart Cleaver. The assignment was by deed, and notice thereof was duly given to the Mutual Reserve Fund. On August 30, 1889, Cleaver was appointed administrator of the property and effects of Florence Elizabeth Maybrick. Subsequently when a claim was made for the amount of the policy, the Association refused to pay. The managers had advanced £200, in view of the impoverished condition of Mrs. Maybrick, and in response to her urgent petition, to meet the expenses of her defense at the Liverpool Assizes, but the payment was upon the express condition that it should be without prejudice to any question that might arise in regard to the policy, or to the liability of the defendant company thereunder. Suit was brought by the plaintiff Cleaver, as assignee and administrator, or in the alternative, the plaintiffs, Thomas and Michael Maybrick, as executors, for recovery of £1,800, the balance of the amount of the policy.

The issues of law arising in the action were argued in the Queen's Bench Division of the High Court of Justice, July 13th, 1891, and concluded July 20th. The questions of law, for the opinion of the Court, were stated as follows:

1. Whether, if it be proved that the said James Maybrick died from poison intentionally administered to him by the said Florence Elizabeth Maybrick, that would afford a defense to this action (a) as against the plaintiff, Richard Stewart Cleaver, as assignee of the policy from Florence Elizabeth Maybrick, assuming the assignment to be proved, (b) as against the plaintiff Cleaver as administrator, under the statute 33 and 34 Vic. cap. 23, sec. 9. (c) as against the plaintiffs, Thomas and Michael Maybrick, as executors of James Maybrick, deceased.

2. Whether, if the conviction of the said Florence Elizabeth Maybrick, alleged in the statement of defense, be proved in this action, such conviction will be (a) conclusive of her guilt, and an answer to this action, as against any or either and which of the plaintiffs, (b) admissible in evidence in this action.

3. Whether either the commutation of the sentence stated in the plaintiffs' reply on the grounds there set forth, or the conditional pardon on the grounds stated in the defendants' rejoinder, will, if proved, afford an answer to the alleged conviction.

The Court records show that as a curiosity of legal pleading, the ingenious effort of Sir Charles Russell, the eminent counsel for the plaintiffs, and now Lord Chief Justice of England, took high rank. He admitted that Florence Maybrick herself had no right to benefit by her crime—a claim for her right to recover would be simply monstrous—but he contended that even if it were admitted that James Maybrick died from poison intentionally administered by his wife, and that she had no remedy, the question at issue was whether the plaintiffs, the assignee, Cleaver, or the executors, Thomas and Michael Maybrick, who, under the Married Women's Property Act, of 1882, were trustees of Mrs. Maybrick, could recover. But the Felonies Act and the principles of public policy were too strong even for the argumentative force of Sir Charles Russell. Nothing can be clearer than that it would be against public morals and the established policy of law for a murderer to profit by his own crime. If, therefore, there was a fatal objection to a suit on the part of the woman herself to recover the amount of insurance on her husband's life, the objection applied with equal force to a suit on the part of her legal representatives. They are in no better position, in point of fact, than the woman herself.

The Queen's Bench Division (Mr. Justice Denman and Mr. Justice Wills) held that, the action being for the benefit of Mrs. Maybrick, it was against public policy that such an action should be allowed. The plaintiffs appealed.

On the 8th of December, 1891, the case came up on appeal, from the decision of the Queen's Bench, before the Court of Appeal (the Master of the Rolls and Lords Justices Fry and Lopes). This court, in pronouncing judgment, drew a sharp line of distinction between the two plaintiff contestants, the administrator and the executors. The Master of the Rolls gave a lengthy opinion, concluding as follows:

"Section XI. of the Married Women's Property Act, 1882, creates a trust in favor of the wife. The section provides that so long as any object of the trust remains unperformed, the money is not to form part of the insured's estate. Therefore it results from that, that if the object of the trust is performed, the money forms part of the insured's estate. No trustee was appointed, therefore under that section the executors were the trustees of the policy "for the pur-

poses aforesaid"—that is, for the wife so long as any object of the trust remains unperformed, and when the trust is performed, the money is to form part of the estate. If the wife were to die during the lifetime of her husband, no one could contend that the insurance company could refuse to receive any more premiums and refuse to go on with the contract. I take it that, upon a fair reading of section 11, if the object of the trust has become impossible, it is right to say that the object of the trust is so far performed. That being so, and the section being subject to the rule of public policy, Mrs. Maybrick has rendered the trust incapable of being performed. She must be treated as struck out of the trust. The trust must be treated as performed. The rule of public policy must not be carried further than is necessary. That rule is not necessary as between the executors and the defendants. When the money is in the hands of the executors, they hold it for the wife. But the trust is gone. They are then trustees of the estate. The creditors (if any) of the husband will get paid out of it, and then it will go to his children. The children do not claim through the wife, but through the father, and there is nothing in public policy to prevent this. If the rule of public policy applied to such a case, it would create a grievous injustice. Any one claiming through the wife is shut out; therefore her assignee and any creditors of hers are shut out. But the rule does not apply as between executors of the husband and the defendants. There is, therefore, no defense to this action as against the claim of the executors, and judgment must be entered for them. Plaintiff, who claims through the wife, must fail."

The Lords Justices concurred in this view, Lord Justice Fry closing his opinion in the following terms:

"If the executors are not trustees for Florence Maybrick, for whom are they trustees? This question seems to admit of an easy answer. Whenever there is property produced by the payments of A which is held in trust for B, and that trust fails or is satisfied, a resulting trust arises for A or his estate. This resulting trust is recognized by the section of the Act in question, because it takes the property out of the estate of the insured so long as any object of the trust remains unperformed; language which implies, if it does not assert, that when no object of the trust remains to be performed the policy moneys form part of the estate of the insured. If it be suggested that this view only removes the difficulty a step further off, and that the possible right of the wife under her husband's will or intestacy forms an objection to the action by the executors, the reply is obvious—that the principle of public policy must be applied as often as any claim is made by the murderess, and will always form an effectual bar to any benefit which she may seek to acquire as the result of her crime. It follows from the view which I have expressed that I think



it needless to inquire into what the particular trusts on which the administrator of the convict's property appointed under the statute of 1870 may be. He took only the property which Florence Maybrick had in the moneys in question; and as she took nothing, in my judgment, by reason of her crime, he takes nothing likewise. It may be argued that having regard to the fact that Mrs. Maybrick is the prime object of the insurance, and that she is named on the face of the policy as payee, the contract of insurance must be taken to imply an exception of the case of the death of the insured when caused by the crime of the person so named; and it is suggested that Fauntleroy's case in the House of Lords supports this contention. This argument does not appear to me to be tenable. The policy is effected under, and therefore affected by, a statutory enactment, the effect of which in the present case is to vest the policy in the executors of the insured as trustees in the event of Mrs. Maybrick's being entitled to claim in trust for her, and in every other event in trust for the estate of James Maybrick just in the same way as if before the statute a policy had been taken out by James Maybrick, and he had by a separate instrument declared the like trusts of it. Now, it is to my mind illogical to make the crime of one *cestui que trust* a bar to the claim of another, or of the trustees for that other *cestui que trust*, and if the supposed defense were to prevail we should so hold. If Mrs. Maybrick had inflicted a mortal, but not immediately fatal wound on her husband, had then committed suicide, leaving him surviving, and his executors had claimed on his death, it appears to me that the crime which caused his death would have furnished no defense. In a word, I think that the rule of public policy should be applied so as to exclude from benefit the criminal and all claiming under her, but not so as to exclude alternative or independent rights. In Fauntleroy's case the plaintiffs were the assigns of the criminal, and were claiming through him. In the present case the plaintiffs are the assigns in law of the innocent husband, and are claiming through him. The authority, therefore, of that case goes to show that neither Florence Maybrick nor the administrator of her estate, who claims through her, can take any benefit. But that appears to me to throw no impediment in the way of a suit by those who claim with clean hands themselves and as assigns of the innocent insured. In a word, it appears to me that the crime of one person may prevent that person from the assertion of what would otherwise be a right, and may accelerate or beneficially affect the rights of third persons, but can never prejudice or injuriously affect those rights. In my opinion, therefore, public policy prevents Florence Maybrick from asserting any title as *cestui que trust* of this fund, and thereby brings into operation the resulting trust in favor of the estate of the insured, and so enables the executors to maintain an action as plaintiffs without any taint derived from the crime committed by Florence Maybrick."

The Mutual Reserve Fund Association was strongly advised to appeal from this adverse decision to the House of Lords, but meanwhile a new complication arose, and the management resolved to make no further contest. Informal notice was given that the Crown would claim the proceeds of the policy, technical difficulty having been discovered in the reasonings from which the foregoing quotations have been taken. After the decision of the Court of Appeal as to the liability to the executors of the estate of James Maybrick, the Association was ready to comply with the ruling, but on finding that Mr Cleaver would not waive his claim, and that the Crown was not likely to waive its rights, the full amount of the claim on the policy was paid into court for final adjudication.

Whether Mrs. Maybrick poisoned her husband with criminal intent is a question which can only be answered by the inmate of Woking prison herself.

#### THE AUSTIN DISAPPEARANCE.

Mr. John C. Austin, or "Jack" Austin, as he was familiarly known to many people in New York and Brooklyn, was a member of the firm of ship brokers, Lord & Austin, whose office was at No. 18 Broadway. He was well known as an athlete and a devotee of field sports, and was one of the original incorporators of the Williamsburgh Athletic Club. Up to the time of his disappearance he was considered a man of comfortable means, but not wealthy. His home was at No. 1114 Dean Street, Brooklyn, where his family consisted of three young children, his wife having died in February, 1891. He bore an excellent reputation, and before going into business on his own account had been in the employ of Mallory & Co. His firm was largely engaged in the business of charters to Hayti and other West Indian Islands, and was supposed to be prosperous.

Austin left his home shortly after noon on July 4th, 1893, saying that he thought of going to the races, but he might change his mind and decide to take a bath at Manhattan Beach. He kissed his three children when he went out, and when they cried at not being allowed to accompany him he comforted them with the promise that he would be back to dinner, and would take them to see the fireworks in the evening.

From that moment there is no record that any one ever saw John C. Austin alive again, although after the news of the drowning a barber in Nostrand Avenue, near Fulton Street, who had a very slight acquaintance with Austin, said that he thought he had come to his shop to be shaved shortly after noon.

That afternoon, as nearly as can be calculated, in the vicinity of four o'clock, a man hired room No. 391 in the bathing pavilion at Manhattan Beach. He placed his valuables in one of the envelopes provided for the purpose, and wrote across it in lead pencil, "John C. Austin, 1114 Dean Street, Brooklyn."

That bit of writing afterward constituted one of the strongest points of evidence for the plaintiffs in a suit in court in the following January.

The envelope was placed in the safe, and a check, numbered 272, was handed to the man. It was nearly nine o'clock that night and the last bathers had long departed, when the clerk in charge of the office, in going through the contents of the safe, found the envelope bearing Austin's name and address.

The bathroom was immediately searched, and in it were found a blue serge coat and vest, and gray trousers, somewhat the worse for wear; a blue striped outing shirt, white under-clothing, and a derby hat of a rather peculiar shape. In the pockets were a card-case, containing cards bearing Austin's name and address, a penknife, a bunch of keys and some lead pencils.

Ernst L. Schumann, superintendent of the bathing pavilion, opened the envelope left in the office, in the presence of Captain Hotchkiss, of the Manhattan Beach police, John J. Rothwell, the clerk, and Fireman Peter R. Mullens. It was found to contain a lady's gold watch and chain, studded with pearls; a seal ring, bearing the initial "S," a pocketbook, containing \$3, and a coin purse with \$1.05 in small change.

The finding of the clothing and valuables was accepted as certain evidence that the owner had been drowned while bathing, and a despatch was at once sent to Austin's home in Brooklyn. His brother, Joseph E. Austin, and his brother-in-law, Thomas C. Carruthers, hastened to the beach and fully

identified the effects as those of Austin. A search for the body was begun, and for two days following a constant patrol was kept on the beach by the police and volunteer searchers. Every foot of the beach and the adjacent shores of Sheeps-head Bay, Jamaica Bay, Plum Island, and Rockaway were searched in vain.

That the body of a man drowned at Coney Island should not be cast ashore somewhere inside of Sandy Hook was something unprecedented in the recollection of the oldest beachmen, and by degrees faint suspicions began to be entertained. Those who still clung firmly to the drowning theory pointed out that the body, after coming to the surface, had been driven seaward by the strong northwesterly winds that had prevailed for some days. At this the old-timers shook their heads in doubt. It was about four o'clock, they argued, when the bathroom was hired, and the flood tide was setting strongly for several hours afterward, which could hardly have failed to cast the body ashore long before the ebb set in. It was absurd, they pointed out, to suppose that the man could have remained swimming until the end of the flood.

Even if he had done so, the body would have come to the surface within a week, and experience showed that the full flood would have carried it shoreward.

Little by little other suspicious features of the case began to crop out. There was but one ring found in the envelope—the seal one, which was of little value—while it was known that Austin always wore a ring set with a fine brilliant. It was naturally asked why he did not place it also in the security of the safe. His friends explained it by saying that the diamond ring fitted so closely that it could only be removed with difficulty, but several persons recalled having seen Austin take off the ring to allow the beauty of the diamond to be examined.

Still another point to which significance was attached was the finding of the lady's watch, which had belonged to Austin's wife and which he had never before been known to wear. Inquiry led to the discovery that he had carried it for several days, while his own watch, a magnificent chronometer, had been under repair in Benedict's in Broadway. Inquiry at

Benedict's resulted in the discovery that the watch had been returned on July 3d, the very day before Austin's disappearance. This threw still more doubt on the case, particularly when it was learned that Austin had not called for the watch himself, but sent a messenger boy with a check for \$8, the amount of the bill for repairs.

Why he should have trusted such a valuable instrument to a messenger boy, when his office was within a stone's throw of the jeweler's, and why he should have continued to wear his wife's watch, was considered peculiar. No trace of the watch has ever been found.

Still another circumstance added to the sum of suspicion. Austin was a frequent patron of the Manhattan Beach Bathing Pavilion, and was well known by sight by most of the employés, and yet not one of them could remember having seen him on the day in question.

What made this the more remarkable was the fact that, as the air was chilly and a rather disagreeable wind was blowing, there were comparatively few attendants at the baths that day—in all not more than six hundred, when on warm days the crowd might be counted by as many thousands.

A photograph of the missing man, which was shown to all the employés of the pavilion, was recognized by none of them as that of a man whom they had seen that day.

Then there was the question of the clothing, which while it had undoubtedly belonged to Austin, was not such as he would have been likely to wear on a holiday. It was well worn, and while it might have served for rough outing purposes, was by no means like Austin's usual attire.

The small amount of money found was also surprising, and Mr. Lord, Austin's partner, called attention to the fact that the missing man always carried a considerable sum about him, and that he had never known him to be without at least \$100.

A man named Joseph A. Dallon, who was said to be an Englishman on a visit to this country, made an affidavit long afterward that he had seen a man drowned in front of the pavilion on the afternoon of July 4th.

According to Dallon's story, he was watching the bathers when his attention was attracted to a swimmer who was about



fifty yards outside the life raft, who seemed to be half swimming, half floating on his back, and slowly approaching the raft, as if drifting on the tide. When the swimmer was within one hundred feet or so of the raft he suddenly turned over on his face and sank.

Dallon was sufficiently interested to examine the raft next day through an opera glass to discern if there was any aperture through which the swimmer might have come to the surface, but he seems to have been in no hurry to communicate either to the police or any one else what he had seen.

The cloud of suspicion, however, would speedily have blown away and Austin would have been accepted as definitely dead, had it not turned out that his life was insured in two companies, both of which promptly refused to accept the evidence of his death. One of the policies, for \$15,000, had been issued by the Mutual Reserve Fund Life Association, in 1885, payable to Austin's estate. The other was issued by the United States Mutual Accident Association, on July 1st, three days before Austin's disappearance.

Austin visited the company's office that day and obtained the insurance on his personal application. He represented himself as a man who traveled a great deal, and said that he was in excellent physical health. It was recalled afterward that he demurred somewhat at paying the membership fee of \$10, that he went out as if dissatisfied and then returned and finally concluded the bargain, after getting a rebate on the premium. He asked the Secretary particularly whether the policy would go into effect from that very moment, and asked that it be mailed to him without delay. The policy was accordingly mailed to him that afternoon.

From the time that Joseph E. Austin, the executor of his brother's will, made his demand on both companies, detectives scoured this country and Canada in search of the man who, they were firmly convinced, was in hiding. Although his whereabouts could not be definitely determined, it was believed that at the approaching trial evidence would be submitted to show that several persons had seen and conversed with Austin at Shrewsbury River and other places after his disappearance. There was reason to believe that the missing man found a

secure retreat in the fastnesses of the Adirondack wilderness, from which, in various disguises, he made occasional trips to visit his children, who are being educated in Canada.

Mr. F. A. Burnham, then counsel, now president of the Mutual Reserve Fund, said: "There is no doubt that Austin is alive and in hiding, and that his disappearance was simply a carefully concocted scheme to defraud this company. It is quite possible that Austin never went near Manhattan Beach, and that the jewelry and valuables were placed in the bath-house by a confederate."

"Here," said Mr. Burnham, "is his picture as he was more than a year after his disappearance." The portrait represents a tall-statured man in hunting costume and Winchester in hand, standing in front of a rough hunting lodge. It had evidently been cut from a group, for one side is a portion of a companion's figure, similarly clad and accoutred.

When asked where he had obtained the picture Mr. Burnham smiled and said: "I'm not quite prepared to tell how we got it or where it was taken. Mind, I don't say it was in the Adirondacks, but every one knows what a famous hiding place those trackless woods would make for a man who wanted to disappear utterly from the world. When he disappeared we tried to get from his family a picture, which we would have sent broadcast over the country, but they declared that they had nothing but an old tin-type."

Austin's will, dated January 28th, 1885, leaving all his property to his children, was admitted to probate, without opposition, on September 21st, 1891. Shortly afterward the three children were taken to Canada, where they are living with relatives.

Mr. Ettlinger, manager of the Death Claim Department of the United States Mutual Accident Association, said: "We made some investigation, and we were satisfied long ago that Austin was alive. I don't think there is any doubt about it. As far as this company is concerned, however, it doesn't make a great deal of difference whether he is alive or dead. Our policy was an accident one, and in view of the circumstances of his alleged death, admitting that it took place, it is obviously impossible to determine whether it was accidental or suicidal. I fail to see how any claim can be made on us."

Joseph E. Austin was firmly convinced that his brother was drowned and that his body was swept out to sea. He said that his brother had no conceivable motive for disappearing, and that his character forbade the presumption that he would attempt to defraud any one. While he was not rich, he had means sufficient for his wants, and his business was in a prosperous condition. Mr. Austin thought that the picture in the possession of the insurance company was taken years ago, while his brother was on a hunting trip in the woods.

The Mutual Reserve Fund Life Association having refused to pay a claim to the beneficiaries of a man whose death was not proved, and who was, with good reason, believed to be alive, suit was brought for recovery. The trial came on in the Supreme Court of the city of New York, January 2d, 1894, and terminated on the 16th of the same month, with a verdict for the plaintiff for the full amount of the policies, \$15,000. This result was anticipated as soon as it became apparent that the Court would be likely to submit the case to a jury for determination. The only expectation of winning the case was founded upon the opinion that no proof was submitted to the jury on behalf of the plaintiff tending to show that Austin was dead, and in that opinion, as matter of law, the counsel of the Association is as confirmed to-day as ever. After the verdict was rendered the Association would not authorize an appeal, but directed payment of the full amount of the claim, basing action upon the idea that the verdict was a justification for the payment of the claim, such payment being without warrant or authority independently of such verdict. At the same time there is not the slightest doubt on the part of men of trained observation that John C. Austin did not die by drowning at Manhattan Beach on the 4th of July, 1891, the date of his alleged death, and it will not be surprising if detective skill will yet be able to produce him alive and well, in view of evidence in possession of the law department of the Association.

#### A QUESTION OF IDENTITY.

The embarrassment which is sometimes occasioned by disputed identification may be illustrated by a *résumé* of a curious and puzzling case in the Western States. A policy written by

the Northwestern Mutual Life Insurance Company on the life of Marcus L. Johnson, in the sum of \$2,000 for the benefit of his wife, Rhoda Johnson, became a claim by reason of the death of the insured, which occurred in May, 1869. The amount was duly paid by the company to one George E. Johnson, of Leavenworth, Kansas, a brother of the deceased, who was empowered by the beneficiary to receive the money, surrender the policy, and grant the company a legal discharge. The widow, Mrs. Rhoda Johnson, resided in Cincinnati, Ohio.

Mr. George E. Johnson, having advanced a sum of money to the widow prior to obtaining the amount due from the company, on receiving the money, made up a package enclosing the balance due her, amounting to \$748.91, and shipped the same by the United States Express Company, from the office in Leavenworth, addressed to Mrs. Rhoda Johnson, Cincinnati. Accompanying the package was a note addressed to the Cincinnati agent of the express company, requesting him to give personal attention to the matter and see that Mrs. Rhoda Johnson received the money and receipted for it with her own hand. As Mrs. Johnson was unknown to the Cincinnati agent, he addressed her a line through the post-office, requesting her to call at the express office and receive her insurance money. In response to this notice she called and claimed the money; bringing with her, for the purpose of identification, letters written to her by George E. Johnson, her brother-in-law; and also a letter from the express company's agent in Leavenworth. The intelligent, straightforward, business-like manner of Mrs. Johnson seemed sufficiently conclusive of her honesty, and the express agent did not doubt that she was the person for whom the money was intended. But, as personal identification had been enjoined upon him, he required her to produce some one known to himself, who could vouch for her. This she was able to do, and she soon returned with the local agent of the insurance company, who had previously paid to her the sum of \$200, which had been sent to his care for her by George E. Johnson, of Leavenworth. The sum thus sent was by draft upon the First National Bank of Cincinnati, payable to the order of Mrs. Rhoda Johnson; and the insurance agent having identified Mrs. Johnson at that time, she received the money

from the bank. This was deemed sufficient. The package of money was accordingly delivered to Mrs. Johnson, for which she gave her receipt, and then went her way.

She had not been gone long when Major C. H. Blackburn, prosecuting attorney for Hamilton County, and a lawyer of eminence and ability, called at the office of the express company, where he made inquiry for a package of money purporting to contain \$748.91, and addressed to Mrs. Rhoda Johnson. He was told that the package had been received and delivered to Mrs. Johnson. Major Blackburn manifested surprise at this, as Mrs. Rhoda Johnson was his client, who, several weeks ago, had placed in his hands for collection from George E. Johnson, of Leavenworth, Kansas, a claim for the balance due under an insurance policy, and he had been in correspondence with Mr. Johnson, and also with the home office of the insurance company in Milwaukee. A few days previously, he had received by mail a duplicate of the receipt given by the express company for the package addressed to Mrs. Rhoda Johnson, and said to contain \$748.91. This led him to inquire at the express office, as stated.

Major Blackburn again visited the express office, bringing with him his client, to learn, as he stated, whether she was the woman to whom the package had been delivered; as he feared that she was practicing some deception upon him in saying she had not received it. He was at once told that she was not the person. Major Blackburn was prepared to vouch for his client as being Mrs. Rhoda Johnson, the person for whom the package was intended. She had been introduced to him by respectable people whom he knew, and with whom she was well acquainted. His knowledge of her satisfied him that she was not capable of concocting any swindle upon the insurance or the express company; and he was certain that she had no backers, aiders, or abettors in such a scheme.

This woman, evidently, was a weak-minded person; ignorant, and apparently poor, being shabbily dressed. She spoke English with a German accent, and, in every respect, contrasted broadly with the Mrs. Rhoda Johnson who had called for and received the money. The story of Mrs. Rhoda No. 2 was, in substance, that she was the wife, and now the widow of Marcus



L. Johnson, upon whose life she had held an insurance policy in the sum of \$2,000, written by the Northwestern Mutual, and that she had sent the policy to her brother-in-law, Mr. George E. Johnson, of Leavenworth, Kansas, for collection. He had sent to her, and she had received from him, \$200 on account, but in default of payment of the balance due her, she had placed her claim in the hands of Major Blackburn. She exhibited letters which she had in her possession, from Mr. George E. Johnson. One of these letters was of sympathy and condolence, and mentioned having previously sent \$200. She also showed a letter from the Leavenworth agent of the express company, the substance of which was that he wanted to be sure of her receipt of the money.

Notwithstanding the confidence of Major Blackburn in the honesty and justice of his client's cause, the Cincinnati agent of the express company felt that Mrs. Rhoda No. 1, to whom he had paid the money, was the legitimate claimant, and that Mrs. Rhoda No. 2 was a fraud. But he at once perceived that the circumstances demanded explanation, and he therefore called upon the insurance agent who had identified Mrs. Rhoda No. 1, and requested him to produce the lady. She was readily found and brought to the express office, and confronted with Mrs. Rhoda No. 2. The two were questioned and cross-questioned, and their examination elicited the following information: Mrs. Rhoda Johnson No. 1 had been married by Bishop Simpson to Marcus L. Johnson, seventeen years ago, and had had eight children, seven of whom were living. Her husband was a bookbinder and blank-book manufacturer, and had been established in business in Evansville, Indiana, and Topeka, Kansas. From the latter place he came, with his family, to Cincinnati, where he remained until his death. When he left Topeka he was suffering from a cancerous affection of his stomach, of which he died more than a year afterward. Mrs. Rhoda No. 2 was married eight years ago, near New York city, by a magistrate, and had two children by her husband, whose name was Marcus L. Johnson. They had lived together for years in New York and Cincinnati. No. 1 never had been absent from her husband beyond a few weeks at a time. No. 2 said her husband was a bookbinder by trade; had suffered

four years from cancer of the stomach, of which disease he died and was buried in Cincinnati. Both had had the insurance policy of \$2,000 on the life of Marcus L. Johnson, and both had sent it to George E. Johnson to collect. They both knew George E. Johnson, of Leavenworth; he had visited at both their houses in Cincinnati, and both claimed him as their brother-in-law. No. 1 explained an agreement between the two brothers, Marcus L. and George E. relating to the insurance. It was, that as Marcus was unable to continue the payment of premiums, George E. was to do so, and for this was to receive one-half the avails of the policy for his advance and trouble. In conformity with this agreement, George E. had sent her this package containing \$748.91, which was the balance due to her after deducting George E. Johnson's share of \$1,000, the \$200 advanced to her soon after her husband's death, and a premium note of Marcus L. Johnson for \$49, and \$209 accrued interest. No. 2 claimed to have received \$200 from George E. Johnson, it having been advanced by him to her as a portion of the insurance money. She produced letters from George E. Johnson, and a letter from Mr. Somerville, the Leavenworth agent of the insurance company, who was also agent of the express company, which seemed to support her claim. The women were questioned separately and apart, and each adhered to her story without variation or contradiction. No. 1 offered to produce the photograph of her husband; so, accompanied by the sheriff, she went to her house and soon returned with the likeness of Marcus L. Johnson. This picture being shown to No. 2, she at once declared it to be a likeness of her husband, and she then produced a photograph of a child four to five years of age, which she said was a picture of her son, and in which her attorney saw a strong resemblance to the photographed face of Marcus L. Johnson.

As both parties claimed George E. Johnson as their brother-in-law, both knew him, and he had visited each of them at their houses, it was suggested that the photographs of the two women should be taken and sent to the superintendent of the express company at Leavenworth, who was to be requested to see George E. Johnson and ascertain if his brother had two wives, and if not, which of these women was his wife. Acting

upon this suggestion, their photographs were at once secured—both readily consenting—and were sent as indicated, together with full particulars of the facts in the case.

Pending the transmission of these photographs and the report therefrom, the Cincinnati agent of the express company determined to pursue the investigation still further. His opinion had not changed from the first, being fully convinced that Mrs. Rhoda Johnson who received the money was the only wife of Marcus L. Johnson, and that the other woman was an impostor. The result of his investigation, as rebutted by himself, was published in the Cincinnati newspapers of the day. In the course of his account he said: "Taking with me a detective officer, we went in search of the woman who made the claim on the express company, and found her acting as cook in a low den of prostitution. I took down her statements very fully in writing, questioning and cross-questioning her. I found her memory very defective as to dates and several material facts. My examination was more thorough than at any other time. She claims to have had two children; one dead and the other in Indiana, she don't know where. Her whole statement bears on its face an attempt to swindle, concocted by other parties; and I believe this woman has imposed upon Major Blackburn, who undertook her case not knowing all the facts. This woman has obtained from the post-office quite a number of letters belonging to Mrs. Rhoda Johnson, and admitted to me that she did not know whether they belonged to herself or not."

Two days after the publication of these facts, Major Blackburn informed a newspaper reporter that, upon reading the card of the express company's agent in relation to the case, he sent an officer for his client and had her brought to his office; that he then told her plainly there could be no more lying about the matter; she having shown herself to be an impostor, he should insist on her telling him the truth of the matter, and confessing who had instigated the false statements she had given; that she then fully acknowledged her guilty conduct, admitted she never had been married to Marcus L. Johnson, nor had ever seen him or his brother George E. Johnson; that her name was Rhoda Berry; and a man named John John-

son had put her up to getting the letters from the post-office advertised for Rhoda Johnson, and these letters she had obtained and shown to him; that all she knew of the insurance, or of the parties interested, she obtained from these letters.

About the same time Mrs. Rhoda Johnson received from Major Blackburn the following letter:

OFFICE OF PROSECUTING ATTORNEY,  
HAMILTON COUNTY, CINCINNATI, January 20, 1870.

MRS. RHODA JOHNSON:

MADAM—A thorough investigation of the matter which we have been looking after for some days, has satisfied me that you are the legitimate wife of Marcus L. Johnson; that the other woman who claimed to be his wife is an impostor and scoundrel; and that her conduct in the case has done you great and unmerited injustice.

I cheerfully make this statement, not because she has basely wronged you by her conduct and declarations, but because she has so basely imposed upon my confidence by falsehood and fraud.

Very respectfully,

C. H. BLACKBURN.

#### MISTAKEN IDENTITY.

A remarkable instance of mistaken identity occurred at Tacoma, State of Washington, in 1889. On the 20th of May in that year John M. Poyne, a Cincinnati detective, swore out a warrant for the arrest of W. A. Hedden, of Tacoma, charging him with having defrauded life insurance companies to the extent of \$14,000. Bail was fixed at \$10,000, and, at the request of the detective, examination was deferred for two weeks, in order that additional evidence might be obtained from Buffalo, N. Y., where the frauds were alleged to have been committed. Hedden could not give bonds and was placed in jail, where he remained until failure to identify him as the real offender led to his release. Strange to say, he was taken for Bryant A. Crandall, who, in 1886, lived in Buffalo, and had insurance on his life for \$14,000. He started for the West, and in April it was reported that he had committed suicide.

The facts concerning the alleged suicide were such that the companies concerned paid the full amount of the insurance to the supposed dead man's relatives. In the fall of 1887

Crandall was seen in Los Angeles, Cal., by a prominent citizen of Buffalo. The latter reported the fact to the insurance companies. They combined, and offered a reward of \$2,000 for the arrest of Crandall. Detectives immediately began to hunt for him. Poyne in some way learned that Crandall had been in Tacoma several months. On arrival he saw Hedden, who resembled Crandall in a remarkable degree, became acquainted with him, and went into partnership with him in a land-locating agency, doing business all over the Sound country. His height, color of eyes, beard, size, and weight exactly coincided with Crandall's. On the latter's right foot was a scar over four inches in length, the result of a wound accidentally inflicted upon himself with an axe when a young man. In order to find whether Hedden had such a scar, Poyne proposed they should rent a furnished room together, and Hedden accepted the proposition. That night, when Hedden disrobed, the detective watched his room-mate slowly pull off his socks, and, strangely enough, there was a scar. The next day Poyne got out his warrant for Hedden, and was sure of his man. After he was lodged in jail more positive evidence was needed from Buffalo, and daily the wires were used in securing it. Hedden's photograph was taken and sent to Buffalo, and word came back that it was the picture of Crandall. Hedden persistently asserted his innocence; declared that he owned a farm at Lake View, near Rochester, on which his family were living, and that he had gone to the far West, like a good many others, to make money.

President Fitch, of the Traders' Bank of Tacoma, formerly of Rochester, became interested in Hedden. Mr. Bock, a merchant of Buffalo, who knew Crandall, happened to arrive in Tacoma on business. At the request of Mr. Fitch, he went to the jail to see Hedden, and said, though Hedden resembled Crandall in a remarkable degree, he was not Crandall. Mr. Bock swore to his evidence, but the detective was not satisfied. The latter telegraphed to the chief of police of Buffalo asking if Bock's word could be believed. The answer came back that his evidence could not well be disputed. This settled the matter in the minds of Hedden's friends. The same afternoon the counsel on both sides closely questioned Hedden, asking



him fifty or more questions. They then telegraphed to the postmaster at Lake View, Hedden's alleged home, and asked him to reply to the very same questions they had put to Hedden while the prisoner and his counsel, the detective and his counsel, were all in the court-room. When the reply from the Lake View postmaster was received, his answer to each question exactly corroborated the statements made by Hedden, and when the long telegram was finished, Mr. Poynt, the detective, and his counsel gave up the case, and acknowledged that Hedden was not the long-lost Crandall.

The sequel came in June, 1892, when the real offender was captured in Los Angeles. He made a confession to his counsel, in which he acknowledged that he was Bryant A. Crandall. Afterward he admitted his identity and his guilt to a representative of a Press Association. He recited the particulars of his disappearance from his home in Buffalo, and then said:

"After leaving my hat on the park bench at Niagara Falls, I boarded a train and went to California. Two months afterward I was surprised and amused one day to learn that my dead body had been found at the Falls. All this time I was sawing wood, as they say; I was, literally, too. I went directly to California and hired out as a carpenter. I knew the trade well. I had none of the old disappointments out there, no worry, no creditors, and no more trials. I had a very easy time. Then I got tired of carpentering and went to running a stationary engine. I was successful at that, too. I met Buffalo people quite frequently, but I had changed so much that I did not think they would know me. My hair and beard had turned very gray. I lost considerable flesh and my liver trouble made me walk lame. I was somehow betrayed and delivered into the hands of the police. When I met my brother on Sunday I told him who I was, but he did not identify me positively. He thought I was Crandall, but was not sure."

His manner, while in jail awaiting trial, was that of a man who plumed himself on having done a clever thing. He expressed willingness to return to his wife and family if they would receive him, but exhibited no sign of remorse for his desertion of them.

## SELF-MUTILATION IN ACCIDENT INSURANCE.

To the superficial observer it may seem incredible that intentional, self-inflicted wounds, causing mutilation of the person or serious disablement, should ever occur. The old army surgeon, however, will recall many an instance where, for the purpose of obtaining a furlough or a discharge from service, such maiming has been practiced. The writer has in mind a case which occurred in the early part of our late war, where a soldier, a Bohemian, having feigned epilepsy without success, shot off his index or trigger-finger, hoping thereby to obtain his discharge. He claimed that the injury was purely accidental, and it having been proved intentional, he then shot himself dead. So far from being uncommon or of recent occurrence, we have only to recall the fact that in the days of the Roman empire the cutting off of one's thumb was practiced to an alarming extent by those who were forced into the military service, and hence we have the term "poltroon," which is derived from *pollex truncatus*.

It becomes then, in civil as well as in military life, simply a question of motive. Not a few instances have occurred where self-inflicted wounds by defaulters have been produced with the intention of simulating an assault by robbers, thereby hoping to divert suspicion from the real thief. Sometimes the mere love of notoriety has been a sufficient motive. In all such cases, however, the wounds are usually of a superficial nature, and exhibit more serious harm done to the clothing than to the person.

On the introduction of accident insurance a broad field was opened up to the speculative insurance swindler, and he has not been slow to avail himself of it. At first the indemnity extended only to a given sum per week in the event of wholly disabling accidental injuries. More recently the insurance companies have widened the range of benefits so as to pay one-

half, one-third, or some other proportionate part of the principal sum insured under the policy, in the event of loss by accident of a hand, or a foot, or the sight of an eye. By effecting insurance in several different companies so as to cover but a short period of time, especially by the purchase of accident tickets, a large aggregate amount can be obtained at a trivial cost. To a person who has never had his attention directed to this subject, it doubtless would be an almost overwhelming surprise were he to examine for himself the records and files of the claim departments of accident insurance companies, and learn for the first time the extent of the impostures therein noted, and the ingenuity displayed in attempting to bring them to a successful issue. Often with and sometimes without the assistance of an action at law, an occasional swindle is, in part at least, successfully accomplished; but as a general rule its true character is exposed and the chief actors not infrequently come to grief.

We propose giving a few illustrative cases, and will let the first introduce himself by copying his notice of injury, as written to the company in which he carried \$10,000 accident insurance:

CHICAGO, July 10th, 1893.

MR. RODNEY DENNIS, Secretary.

DEAR SIR—On the evening of July 4th last, while in my room alone, I started to load my revolver preparatory to celebrating the day by shooting, as my room mate and friends were doing. While so engaged I dropped it accidentally and it was discharged, the ball entering my left hand and literally tearing it to pieces, breaking three fingers also. I will not be able to resume the discharge of my duties for thirty days yet. I do solemnly swear this, the above, to be a true statement of facts. Let me hear from you soon, won't you, please?

Yours truly,

R \* \* \* H \* \* \*.

On receipt of this letter the usual blank forms were sent to him, upon which to present his claim. He wrote again as follows:

CHICAGO, July 16th, 1893.

HON. RODNEY DENNIS, Secretary.

DEAR SIR—Please permit me to acknowledge receipt of your indemnity blanks. As I do not know yet how long it will be before I can return to work, will it not be a good idea to wait until then

## SELF-MUTILATION IN ACCIDENT INSURANCE. 67

before sending in my claim, or shall I fill it out now and send to you? Another thing I wish to ask: My expenses here for living are about \$100 per month, and as my physician informs me that it will be at least four or five and possibly six weeks before I can begin to use my hands, I would much prefer going home. It is cheaper, and besides I can see my folks. Now, then, if I do that, what steps must I take toward collecting my indemnity?

I am, with the greatest respect,

Yours truly,

R \* \* \* H \* \* \* \*

The insurance company sent these letters to its Chicago Agency, and this led to a full investigation of the case. The injury was apparent, and its severity was substantially as alleged. It was ascertained that Hicks was insured in several companies, and that one company had settled with him. In effecting that settlement, it was learned that he had made statements as to the manner in which the alleged accident happened which were materially different from what appeared in his letters to Secretary Dennis. A sharp cross-examination of the claimant followed, which resulted in his utter confusion. He tried to cover his falsehoods by repeating other and more flagrant ones, until he was completely overwhelmed with the hopelessness of the situation, and in his demoralization he admitted that the whole affair was not accidental at all, but was a scheme deliberately planned and carried out for the purpose of defrauding the insurance companies. Later on, upon more fully realizing the seriousness of the situation in which he was involved, he sought to make amends by writing out a frank confession, giving details and particulars, from which we make the following extracts:

### "TO THE TRAVELERS INSURANCE COMPANY:

..... "The idea of 'working' the insurance companies was developed in my mind last winter. My plan then was merely self-destruction: but as the scheme grew, and as I came to see by a careful study of them what the policies covered, I recognized a chance to make what I had been looking for, namely, 'big money' for myself by losing a hand accidentally (?) and so I increased my line of insurance accordingly to \$20,000, and had I been successful I would have collected \$7,500 for the loss of my left hand. I was perfectly satisfied to part with it for that price, and I was disgusted when I found that the shot I had put through my hand had not hopelessly crushed it, and I did all I could to induce the surgeon who attended

me to amputate it any way . . . Now, please do not imagine me a fool, or insane, or a man who has acted hastily, for I have an active brain, a perfectly sound mind, and I gave many serious hours to the perfection of my scheme.

R \* \* \*. H \* \* \* \*."

At the time of this occurrence Mr. H. was about twenty-two years of age, of genteel appearance, good address, a ready writer, fairly well educated, and occupied a responsible official position at the International Exposition then being held in Chicago.

It is seldom that a person guilty of a crime of this nature will come forward and make a clean breast of it, as was done in this instance, even though confronted with indisputable evidence against him. At the most, there can be obtained only a tacit admission or a feeble denial of guilt. As a rule the final consideration of each case depends upon its circumstantial evidence, and by that alone it must be weighed in most of the illustrative cases we present in this chapter.

Only a brief outline of these cases need be given, for it is our object at this time to disclose the nature of the injuries sustained and the manner in which they were inflicted, rather than to produce evidence going to show that they were intentional and not accidental.

At the Lyons, N. Y., agencies of two insurance companies, one B. V. D. purchased accident tickets to the total amount of \$12,000 insurance, to cover twenty-four hours from date, at a cost of \$1.00 premium. The tickets expired at 7 o'clock P. M., January 3rd, 1890. At 6.50 P. M. of that day his right foot and leg were crushed by the wheels of a passing freight train. The injured man said: "I was standing at the crossing in Lyons, waiting for a train to pass. About one-half had gone by when my coat tail caught and threw me under the train." The injury necessitated amputation about four inches above the ankle joint. His insurance entitled him to one-third of the principal sum insured in the event of the accidental loss of one foot. Investigation showed that Dunham was but little known in that locality. He had no money, and had borrowed \$1.00 "to pay his fare to Syracuse." He probably used the



borrowed dollar to purchase the insurance tickets. The alleged accident occurred in the dark, and when there was no eye-witness. He had been a cripple from childhood, the foot being paralyzed and often requiring the aid of crutches. It was generally believed that the injury was deliberately planned. He gladly accepted a small sum of money, in lieu of that to which he would have been entitled had the claim been an honest one, and went on his way rejoicing.

W. J. C. of Fulton, Ky., aged thirty-one years, sustained injuries of the left hand and wrist resulting in amputation at middle third of forearm. His account of alleged accident is as follows:—"In starting to board a railway train for Mayfield, Ky., on the 21st day of September, 1892, at about 10 o'clock P. M., I caught my foot under a side-track rail and fell forward under the smoking car. In falling I struck my head against side of car, rendering me unconscious for 20 or 30 seconds. When I regained consciousness I began to push myself from under the coach and off the track, but before I could do so my left hand was caught by trucks of coach three or four inches above the wrist, and crushed so badly as to require amputation, which was done about two hours after the accident occurred." It was very dark at the time. No one saw him fall, but his cries were heard, and prompt assistance reached him. He had recently taken out accident insurance to the amount of \$16,000, some of it ticket insurance covering only two days. He was without means to pay ordinary living expenses, and assigned his insurance tickets to his surgeons to secure payment for medical attendance. Orders of attachment by creditors were soon served on the several insurance companies to answer as garnishees, and there was a lively scramble to secure the payment of what had evidently been regarded by his creditors as worthless accounts. Compromise settlements were effected with his creditors, what little they thus obtained being regarded by them as so much clear gain.

One A. J. C. of Hiawatha, Kan., obtained \$18,000 accident insurance, in two-day tickets written by three different companies. His story was: "I was riding in a buggy carrying a

gun. Team shied near a railroad bridge, and in my effort to prevent colliding with one of the posts in the bridge the gun was discharged, the charge passing through left leg near ankle joint, which resulted in amputation of foot." An investigation followed, which satisfied all who had to do with it that the claim was not an honest one.

W. S. F. of Coudersport, Pa., forty years of age, invested \$1.00 in the purchase of \$6,000 accident insurance covering two days. While this insurance was in force, Feb. 26th, 1891, he took a shot-gun and went out into the open fields. His statement was: "I was going down a steep hill and slipped and fell down. In trying to save myself the gun was discharged, and a charge of shot passed through my left hand, necessitating amputation at the wrist joint." There was no eye-witness. Report of investigation states that the place where this occurred was as good a one as could be selected if the person sought to avoid being seen. There were some boys twenty-five or thirty-rods distant, but they were hidden from view by a growth of brush. The injured man was without means of support and hopelessly in debt. Numerous garnishee writs were at once served by creditors who hoped to benefit by the insurance. Investigation made it sufficiently clear that the shooting was intentional.

F. C. M. of Hastings, Neb., aged forty-two years, obtained \$26,000 accident insurance, it being placed in five different companies, and at about 9 o'clock P. M., June 17th, 1890, he sustained bodily injuries requiring amputation of his left hand. He relates the occurrence as follows: "At the O. & M. R. R. crossing, on Hastings Avenue, I tripped on the sidewalk, pitched forward, and in trying to save myself my left arm was crushed by wheels of a train then passing." It was quite dark at the time; no eye-witnesses. His reason for taking so much accident insurance was that he was "afraid of dogs biting him." Some of this insurance was for one day only, and of course was obtained at a trifling cost. The story of falling under the train as alleged was not credited by those who were familiar with the locality and all the circumstances surrounding the so-called accident.

F. D. R. of Indianapolis, Ind., aged nineteen years, told this story: "I was in my room, when a gun I was handling slipped out of my hand. In falling to the floor the hammer must have struck against a piece of furniture with force enough to cock and let fall the hammer. The charge of shot entered my left hand, tearing it so badly as to require amputation above the wrist." He had first obtained accident insurance in three companies, amounting to \$16,000. He tried to obtain more in one of the companies, but the agent declined to write it. He then purchased at a gunsmith's a single-barrel shot-gun, for which he paid \$10. After he had shot his hand off he sent the gun back with request to return him the \$10, which was done. The case had all the ear-marks of an intentional, self-inflicted injury, and was so treated.

R. P. of Wichita, Kan., a plasterer, \$20,500 accident insurance, says it happened to him in this manner: "I was out hunting and had sat down to rest, and as I arose my legs were somewhat cramped, and as there was some ice and snow on the ground I fell, and in my fall the gun went off. My hand was so badly shattered it had to be taken off at once just above the wrist." Another person had been out with him, but at the time of the shooting was on the opposite side of the hedge, so there was no observer of the alleged accident; but he was conveniently near at hand to render assistance in the emergency. On investigation it was regarded as a cleverly planned self-shooting affair.

W. H. H. of Everett, Neb., aged thirty-three years, \$12,000 accident insurance. His statement is: "I was out hunting December 19th, 1894, and was tripped by a stick getting between my legs, causing me to fall, when my gun discharged, shooting my left hand, so that it was amputated at the wrist." On investigation it was ascertained that this man was "a general good-for-nothing, shiftless, and never worked steadily." He had obtained \$45 weekly indemnity on an accident ticket in May previous, and his claim at that time was looked upon with suspicion by the insurance company. At the time of purchasing one of the insurance tickets, just before shooting off

his hand, he told the agent he was going to Mexico for his health.

Accident insurance amounting to \$25,000, distributed among five different companies, was taken out by J. B. of Springfield, Mass., and not long afterward he sustained serious bodily injuries which, he states under oath, were caused in the following manner: "On the morning of February 18th, 1895, between the hours of 2 and 2.30 A. M., I received injuries which resulted in the loss of my right hand and wrist and left foot and ankle. I went to the railroad station in Springfield for the purpose of taking the train which leaves at 2.20 A. M. via the N. Y., N. H. and H. R. R. I was going to South Norwalk, Conn., on business. I entered the day coach and took my seat. I found the air of the coach somewhat close, and arose from my seat and passed out of the rear of the car for the purpose of getting a seat in one of the sleepers which were in the rear. While passing from the platform of the day coach to the platform of the sleeper, I either slipped or stumbled, which I cannot tell, and was thrown or fell from the platform to the ground—I think from the platform of the sleeper—both gates on the platform of the car from which I fell, or was thrown, being open. In some way, but just in what way I cannot tell, I was drawn under the trucks of the sleeper. The wheels of one or both sleepers passed over and crushed my right hand and left foot. At the time I fell or was thrown from the platform the train was moving slowly. The injuries which I received were so severe that it was necessary to amputate both my hand and foot, the hand being amputated a few inches above the wrist, and the foot a few inches above the ankle joint." Under the policies he held he was entitled to the full principal sum insured—\$25,000—if the facts were as set forth in his affidavit, and also entitled to such damages as he might be able to recover from the railway company. A very careful investigation of this case was made. It was ascertained that the train in question was the regular night express from Boston to New York, and that it reached Springfield that night on time. It consisted of a baggage car, smoking car, ordinary passenger car,

and two sleeping cars. The tracks run nearly east and west in front of the Springfield passenger station, which station is on the south side. At that point the track is perfectly straight, in as perfect condition in every respect as it is possible for a track to be laid, and there can be no jolt or jar of a train in moving over those rails, which could be attributed to any defect or faulty construction of the roadbed. That particular train has been running for a long while, and it customarily stops in pretty nearly the same spot on arrival in Springfield. The extreme variation found, after repeated observations, did not exceed twenty feet, and the average was less than half that distance. If the train stopped on the night in question, according to its usual custom, the forward truck of the first sleeper stood just where the injured man was found lying after the train had passed. He says that he left the coach in which he had been sitting and walked out the rear door to enter the sleeper. The train was then on its way to New York. Presumably it moved faster than he walked, and with every step he took, the train was taking him further away from the station. By the time he could have reached the car platforms and have fallen under the trucks, he would have been many feet distant from the place where he was found. At that time of night there are few or no passengers either to leave or enter the train at Springfield. The car platforms are provided with gates. On arrival at Springfield the gates on the south side of train were opened by the brakeman, while those on the north side were left closed. The train hands change at that station. Before starting the train from the station the conductor, who was on the south side of the train, saw that there were no passengers to enter, and then gave the usual call and signal to start. The brakemen boarded the train at their respective platforms and closed the gates after them. After it had started, the train proceeded on its way with no knowledge of what happened to Mr. B. Immediately after the train had passed, the injured man was seen lying upon the *north* side of the track. Excepting at the points where his limbs were crushed, his clothing was not disturbed or soiled. He had not been dragged by the train at all. It was next to impossible for a man to lie down, either voluntarily or unintentionally, so that the car wheels



shall pass over his right wrist and left ankle, but it is easy enough to see that when the left foot has been placed, voluntarily or otherwise, so that a car wheel will crush it, the right hand may instinctively and involuntarily be thrust out and caught when the critical moment arrived to crush the foot. The injured man made a good recovery. He was found to be almost hopelessly bankrupt, and his creditors were eager for the insurance money. A portion of it he assigned, and trustee processes were served to cover much of it. One of the insurance companies that had not been served with a garnishee summons effected a settlement with the injured man by paying him about two-fifths of his claim. The creditors settled their assignments on payment of a trifle more than that. Whether the facts were as set forth by the insured or not, it was a terrible loss to him; and it is well that human nature is such that it will extend to him the deepest commiseration and pity, without stopping to inquire too closely into causes and motives.

S. M. S. of Fairview, Pa., is "a nailer by trade, but on account of work being slack, he had lately been engaged in knitting stockings on a small scale and peddling them through the country." This man obtained \$26,000 accident insurance, and on the 16th of September, 1890, at near midnight, he sustained injuries which he says were caused as follows: "I was approaching and was near to the end of the main platform to take the train, when I was caught by the train striking my basket and knocking me down. The cars crushed my right foot. I had basket on one arm and book satchel on the other arm; had been peddling stockings and selling books. My right leg was crushed and afterward amputated." There was no eye-witness to the alleged accident. Investigation satisfied all parties interested in making it that the claim for indemnity under his insurance policies was not an honest one, but for the purpose of effecting a settlement, a small percentage of the amount claimed was paid to him by the several companies.

Twenty-five thousand dollars accident insurance in five different companies was written upon J. W. W. of York, Neb., and a few days later he went out hunting for game. His

success is stated by himself as follows: "I had shot a quail and was running, and dropped the gun, being anxious to bag the quail. Gun was discharged by coming in contact with the ground, as I received the shot instantaneously with the dropping of the gun. The discharge passed through my ankle." His foot was amputated four inches above ankle. This little town in Nebraska had quite an epidemic of this class of *accidents* at about this time.

W. T., a milkman in Detroit, on the 27th of September, 1888, received an injury, caused "by the accidental discharge of a gun." Amputation above the wrist followed. He was insured in four companies. Investigation disclosed that "he was running a small milk business (peddling milk), and that he was financially embarrassed. The amount which he expects to realize for the loss of a hand will be quite a fortune to him."

J. S. of Washington, Ind., age 24 years, purchased a one-day accident ticket, March 8th, 1888, and at about 11 o'clock at night he went down to the railway and was hurt, as he says, "by some substance projecting four or five feet from the side of a passing freight car in a freight train, which projecting substance struck and threw me down and my left hand fell on the rail, and the wheels of the car ran over it and it had to be amputated." No one witnessed the occurrence, but the injured man was found lying down on the ground immediately afterward. So far as could be learned on careful inquiry, there was no unusual "projecting substance" on the train as alleged.

E. J. S. was in London, Ont., September 21st, 1891, and late in the evening of that date he suffered a fearful mangling of both hands, which resulted in the amputation of the right hand above the wrist and of the middle and fourth fingers of the left hand. His story of how it happened is as follows: "I was walking along a street near the railway. There was a train moving from the depot in the same direction as I was going. Part of the train had passed me when I heard footsteps behind me. I was immediately seized by some unknown person, who passed his arm around my neck, garroted me, robbed me, and

threw me under the passing train. I think I pushed myself back off the rails, and while my hands were still on the rails, the wheels of the train passed over them. I remember springing up and running, and I was sitting by the fence when parties came to me, I having called and shouted for help."

A few days prior to this he obtained insurance in five companies, amounting to over \$20,000, some of it being short-term ticket insurance. Before the insurance companies had taken any steps toward an investigation, the story of assault and robbery, as alleged, was generally discredited. As a portion of the train had already passed before the assault was made, it was found to be an impossibility for so much to be accomplished before the remainder of the train would have wholly passed him. The train was not a lengthy one, and although running at a moderate rate of speed at the time, it was moving altogether too lively for him to have been thrown under it and escape with his life. It was learned that his hands had been for some time seriously impaired by disease. The claim which was presented under his insurance policies was at first disallowed on the ground of fraud through deliberate self-mutilation; but finally a compromise settlement was effected by paying little, if any, more than the cost of defending an action at law.

W. T. S. of Toronto, Ont., a commercial traveler, sustained loss of left hand on the evening of May 3d, 1895. His statement is: "I went to the Union Station for the purpose of mailing a letter. The letter-box for mailing letters on train is on the door or side of postoffice car. The train was about starting, and I was stepping forward to put the letter in the box, when I tripped over an obstruction and fell with my left arm across the rail. The wheel of the car passed over it." The postal car was not in the station, but was out in the yard where no passengers had occasion or business to go.

It was nine o'clock at night, and of course there were no immediate eye-witnesses in that locality to see just how it happened. The injured man was heavily overinsured, having taken out policies in eight accident insurance companies. Only circumstantial evidence could be obtained to discredit the

claim, and a compromise settlement was effected, in variable sums, by the several companies.

In all of the preceding cases it will be observed that the bodily injury sustained has resulted in loss of hand or foot; and it becomes an interesting study to consider what relation this particular class of injuries bears to accident insurance. In this chapter we have dealt only with cases wherein there was more or less reason to suppose that the injuries were intentionally self-inflicted, and, therefore, at this time we may narrow down the inquiry to a consideration, from that standpoint, of the group of injuries so classified.

The enlargement of the benefits under accident policies in the manner indicated was not generally adopted by insurance companies until during the year 1887. It was first made a feature of annual policies only; but on examination of the loss experience under accident tickets it was found that accidental bodily injuries, resulting in amputation of an entire hand or foot, had occurred to ticket-holders so seldom that it probably affected the total monetary loss to the companies very inconsiderably, if at all. It was then decided, by one company at least, to incorporate the same features in its insurance tickets. Less than four years was sufficient time to convince the company that the practice was not only disastrous to accident underwriting, but against public policy. In view of such results, it was eliminated from the tickets, and has since been restricted to regular policies.

In these four years it was found that the company referred to was called upon to pay one-third of the principal sum insured under thirty-three insurance tickets for the loss of a *left* hand by each one so insured. For the loss of *right* hands there were only four insurance tickets that had become claims during the same period of time. This is significant when we find that the tickets gave the insured as much indemnity for loss of his left as for his right hand.

That there is greater liability to loss of left than of right hands in the general run of accidents has been clearly disproved by experience in writing practically the same kind of insurance, but for small amounts, upon large numbers of

workingmen, including thousands of railway employés. This experience covered not only the same four years' time as did that of the ticket insurance, but also the subsequent four years, and is still going on. This insurance is general, and extends to accidents of occupation and to those of every-day life and activity as well. During eight years it was found that thirty-nine had sustained loss of left hand and fifty loss of right hand, the latter being largely in excess.

Since the loss-of-limb feature has been abolished in the insurance tickets, it has been found that the amputation of hands and feet as the result of accidents to the holders of such tickets is of as rare occurrence as it was before such special insurance was written. These significant facts cannot be satisfactorily explained away, and they confirm the impression that there is no great moral hazard in writing short-term ticket insurance of the character indicated.



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